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The Confederated Tribes of the Grande Ronde Community of Oregon

(Address of Contributor)

Grande Ronde, Oregon

(City and State)

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Federal Rules of Criminal Procedure

☐ Yes ☒ No

Title: UNSUB;
The Confederated Tribes of the Grande Ronde Community of
Oregon - VICTIM;
CIR - Embezzlement or Theft of Indian Property
(OO: PD)

Reference: _____

(Communication Enclosing Material)

Description: ☐ Original notes re interview of

Written summary of complainant's grievances

b6
b7C

Rev 8-16-93
Chapter 300 Fiscal Management Ordinance

Summary: Identifies financial standards for the Tribe, general and cost allocation principles, budgeting, procurement, borrowing, audits, internal accounting controls, property management, records management, insurance and bonding.

Contents:

- Financial Standards
 - Revenue and Depositories
 - Accounting
 - Cost Allocation
 - Budgets
 - Procurement
 - Borrowing
 - Audits
 - Internal Control
 - Property Management
 - Equipment
 - Records Management
 - Insurance and Bonding

August 4, 1993-Draft

ORIGINALLY ADOPTED: _____
DATE AMENDED: _____
SUBJECT: _____
RESOLUTION NUMBER: _____

THE CONFEDERATED TRIBES OF THE
GRAND RONDE COMMUNITY OF OREGON

Fiscal Management Ordinance

CHAPTER 300

SECTION I: PURPOSE

To set forth uniform policies and standards to ensure the organization maintains the highest standard of fiduciary care in utilizing, managing and protecting the assets of the Grand Ronde Indian Tribe.

SECTION II: BACKGROUND

The Tribal Council, as the governing body, has fiduciary responsibility for all assets of the Grand Ronde Indian Tribe. This responsibility includes management and protection of all assets to obtain for the Tribe the highest and best benefit from all Tribal assets.

The Tribal Council has determined that uniform policies and standards are required to ensure that all work units of Tribal government exercise proper care in the use and management of assets of the Tribe.

It is the intent of the Tribal Council that all work units of Tribal government take responsibility to exercise fiduciary care in the use and management of all resources of the Tribe.

SECTION III: GENERAL POLICY

Every Tribal Council Member, committee member, employee and individual who serves the Tribe in any other capacity shall be expected to ensure protection and management of all Tribal resources in accordance with generally accepted standards and in keeping with most appropriate available technology.

SECTION IV: FINANCIAL STANDARDS

1. Revenue and Depositories

- a. All revenues of the Tribe shall be receipted for by official receipt of the Tribe and shall be deposited, intact in such depository as shall be selected by the Tribal Council.

- b. Unless otherwise directed, all monies of the Tribe shall be deposited in accounts that are insured by the Federal Government as to both principal and interest.
- c. All revenues shall be credited to the funds established by the Tribe for them, provided that any revenues not designated to be credited to any other fund shall be credited to the General Fund of the Tribe, except as provided in section 2(c).

2. Accounting

- a. All financial resources and other assets of the Tribe shall be accounted for by generally accepted accounting principles applicable to Indian Tribal governments, and in accordance with the following:
 - (1) The accounting records of the Tribe shall be maintained at Tribal offices.
 - (2) The accounting year for the Tribe shall be the calendar year.
 - (3) All resources over which the Tribal Council exercises any form of governmental, fiduciary or agency responsibility shall be accounted for in Tribal accounting records.
- b. The Tribal Council shall establish funds and accounts by ordinances, for accounting for financial and other resources made available or to be made available to the Tribe for pre-designated separate purposes. Whenever the Tribal Council establishes a separate fund, the Tribal Council shall set forth the following provisions;
 - (1) The name of the fund
 - (2) The purpose of the fund
 - (3) The type of fund
 - (4) The source of revenues to the fund
 - (5) The permitted uses of the fund
 - (6) The duration of such fund
 - (7) The method by which authorization shall be made for use of the fund.
 - (8) The types of investments authorized for financial resources of the fund.
- c. Whenever resources are received by the Tribe for a special purpose for which the Tribe has not previously authorized a separate fund, the Executive Officer shall

establish a "Special Revenue Fund" for accounting for such resources until the Tribal Council enacts an ordinance establishing a new fund to account for such resources. The Executive Officer shall provide temporary direction for such fund by setting forth the provisions under "b.", above.

- d. The Executive Officer shall ensure that Expenditure Statements are prepared and submitted to the Tribal Council for each fund within 45 days after the end of each quarter.
- e. Audited financial statements, including all informational notes and disclosures shall be published by the Tribe for each year for all financial activities, within six months after the end of each calendar year. Such statements shall be provided to all members of the Tribal Council and made available, upon request, to any adult member of the Tribe.

X 3. Cost Allocation.

- a. All revenues and expenditures shall be allocated according to the purpose for which they are received and expended. All programs, separate portions thereof or separate cost objectives shall be accounted for within a separate cost center to allow for an accounting of all revenues and expenditures associated with that program or cost objective.
- b. All expenditures made on behalf of a given cost center shall be allocated to that cost center, provided that costs that are defined by the Tribe as indirect costs shall be accounted for within cost centers established to account for indirect cost functions.
- c. Indirect cost functions shall be defined as those management, administrative, facilities and other support costs that are shared in common by other cost centers and that can not be allocated to such other cost centers without efforts disproportionate to results achieved. Indirect costs shall include:
 - (1) Governing Body: Tribal Council and advisory committees of the Tribal Council, except when the costs of such committees are provided for within programs within the committee's area of interest.
 - (2) Executive Direction and Management: The Executive Officer and all costs related to executive direction.
 - (3) Planning, policy and evaluation: includes short and long range planning, modeling, strategy and

policy planning.

- (4) Financial Management: Accounting and related financial administrative functions.
- (5) Personnel Management: includes; recruitment, personnel classification, salary and benefits administration, personnel policy maintenance and related functions.
- (6) Human Resource Development: includes general training and development for organizational wide training such as; management, supervisory, secretarial, computer and other training. Training provided which is occupation specific shall be allocated directly to the program or function as are workshops and seminars.
- (7) Procurement/Materials Management: The cost of central contracting and purchasing, including receiving, inventorying, warehousing and distribution, and central maintenance of property management record systems.
- (8) Records Management: Records management for low active and inactive records, including microfilming and storage.
- (9) Information Management Services: System development, programming, data processing and all costs associated with central support. Public information including the cost of news releases, staff support of informing public, reporting to members about programs and finances and ensuring the public is informed about services available. Costs identified with maintaining individual computer systems and related software are charged to individual cost centers and programs.
- (10) General Offices Services: Includes general clerical, mail handling, reception, telephone switchboard, and related services. The cost of telephone equipment and commonly used Watts lines are included under this function.
- (11) General Insurance: Liability, property, casualty and employee fidelity, directors liability, malpractice and other insurance of a general nature is indirect. Any policies that can be identified with a specific department or enterprise are charged directly to that entity.
- (12) Legal Services: Expenses related to retaining legal counsel for general administrative, policy,

personnel and related matters, provided, however, that amounts related to specific cost objectives shall be allocated to such cost objectives.

- (13) Professional Services: Auditing and other professional services related to planning, management advisory services and other support of a general nature provided, however, that professionals and consultants hired benefit a specific cost objective are distributed to that cost objective.
- (14) General Support Services: Other clerical and general costs that are in support of the overall organization.
- (15) Facilities: The cost of providing facilities, including rent or depreciation cost recovery, electricity, heating fuel, water and sewer, street lighting, janitorial, refuse removal, building and grounds maintenance.
- (16) Equipment: Equipment for indirect functions or of general use.

d. Costs shall be accounted for according to such classifications as shall be determined appropriate to provide for informative analysis and assist in their management. Costs associated with all cost centers shall be accounted for according to the following classifications, which shall be referred to as "line items".

- (1) Personnel Salaries and Wages
- (2) Payroll Taxes and Fringe Benefits
- (3) Supplies; which includes, duplicating and printing, materials, office supplies and software
- (4) Travel and Transportation including vehicles
- (5) Minor Equipment
- (6) Equipment Maintenance
- (7) Equipment Rental and leases
- (8) Contractual Services, consultants and professionals
- (9) Training, including seminars and workshops
- (10) Dues and Subscriptions

- (11) Subcontracts
 - (12) Other costs and expenses (individually reflected)
 - (13) Equipment purchases
 - (14) Utilities
- e. Assets having an acquisition cost or value in excess of \$1,000 and a useful life in excess of one year shall be capitalized within the accounting records of the Tribe.

4. Budgets

All revenues and expenditures of the Tribe shall be authorized pursuant to budgets approved by the Tribal Council. Such budgets are to be developed, recommended and managed by the Executive Officer as follows:

- a. The Executive Officer shall submit a proposed budget to the Tribal Council for approval on or before September 1 of each year for the succeeding calendar year. . . . The budget shall include all anticipated revenues and expenditures for the calendar year. The budget shall provide enough detail to clearly identify the resources available for all programs and purposes, including the following:
- (1) A narrative for each function or program that states the goals and objectives for the coming year and the authorizing Tribal law for each program.
 - (2) A breakdown of the sources of revenue for each program or purpose.
 - (3) A summary of the anticipated expenditures for each program or purpose.
- b. The Executive Officer shall assist the Tribal Council in development and authorization of the budget in accordance with the Tribal appropriations ordinance.
- c. The Executive Officer shall be authorized to approve the expenditure of funds pursuant to the approved budget.
- d. The Executive Officer shall amend the budget to include any new program or cost objective authorized by the Tribal Council after the budget is approved.
- e. The Executive Officer may amend the budget at any time to transfer budget authority from one program or cost objective to another, as permitted according to Federal or other funding source and the Tribal budget ordinance.

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- f. The Executive Officer may alter the amount of line item budgets within any cost center or program budget as necessary to carry out the intent of the program or function.
- g. The Executive Officer shall update the Tribal Budget and shall provide a revised budget to the Tribal Council within 30 days after the end of each calendar quarter in conjunction with financial statements and reports.

5. Procurement

Any goods or services acquired by the Tribe at a cost in excess of \$5,000 shall be subject to competition to ensure that the Tribe shall have the best possible value for funds expended. Such procurement shall be managed as follows:

- a. Procurement, the anticipated cost of which is between \$5,000 and \$25,000 shall require at least three oral quotations.
- b. Procurement, the anticipated cost of which shall be greater than \$25,000 shall require no less than three written bids or proposals.
- c. Records shall be maintained of all procurement in sufficient detail as to reflect the name of potential vendors, the date of the quotation or bid and the amount of the quotation. The Tribal Official selecting the successful bidder shall provide a written record indicating the consideration of the offers and the decision made.
- d. Competitive requirement shall not be required for legal counsel, auditors or other professionals selected by the Tribal Council for which an ongoing relationship with the Tribe is desired.
- e. Competitive bids are not required when the provider of service is an educational institution or another government.
- f. Competitive bids may be waived by the Executive Officer, in writing, for any procurement for which the time required to obtain offers, a change in supplier, or other important circumstances would cause hardship on the Tribe, substantially increase costs to the tribe, or otherwise hinder the timely completion of any objective for which the procurement is to be made.
- g. To the extent that any federal procurement requirements are more stringent than requirements provided herein, the terms of such federal requirements shall be binding.

over
\$25,000.00
shall go to
T/C for Resub.

- h. Preference in procurement shall be afforded to Indian, then to other minority firms.
- i. Procurement from any employee or any member of the Tribal Council, shall be made in accordance with the Tribal Ethics Ordinance.
- j. No individual shall take part in selecting a successful vendor in any competitive or non-competitive procurement when such vendor is a member of the individual's immediate family.

6. Borrowing

- a. No borrowing or other financing arrangement shall be made or entered into on behalf of the Grand Ronde Indian Tribe unless authorized by the Tribal Council by resolution.
- b. For the purposes of "a." above, leases or rental agreements the terms of which exceed three years and/or \$25,000 shall be considered financing arrangements.

? → c. ~~No lands or other assets held in Trust by the United States for the benefit of the Tribe shall ever be given as collateral for any loan or other financing arrangement, without a resolution adopted by the Tribal Council.~~ *Could use timber Sale Receipt*

7. Audits

- a. The Executive Officer shall conduct such audits and examinations of financial and program records as are considered necessary to ensure the financial and programmatic integrity of Tribal operations and records.
- b. The Executive Officer shall recommend and the Tribal Council shall select a firm of independent Certified Public Accountants who shall conduct an annual audit of all of the financial operations and records of the Tribe for each calendar year.

Such audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall provide for all financial statements and other reports required by the Tribe, the Federal Government and any other funding source. The report of such auditors shall be addressed and directed to the Tribal Council. The Executive Officer shall schedule and coordinate such audit in such a manner as to facilitate delivery of completed audit reports not later than June 30th of each year.

8. Internal Control

The Executive Officer shall establish procedures to safeguard all Tribal assets and to provide for an accurate and consistent accounting of all financial transactions of the Tribe.

SECTION V. PROPERTY MANAGEMENT

1. The Executive Officer shall establish procedures to provide for the safeguarding and maintenance of all real and personal property owned or in the possession and care of the Tribe.
2. Records shall be maintained on all property in excess of \$1,000 which shall include the source, acquisition date, cost and value of the property, and such other information as to provide for effective management.
3. No Tribal property shall be taken by any Council Member, or manager for his/her personal use without express written consent of the Tribal Council.
4. No Tribal property shall be taken by any employee or committee member for his/her personal use without express written consent of the Executive Officer.
5. Equipment:
 - (a) Tribal officials and personnel shall be held personally accountable and liable for all equipment entrusted to their personal use in connection with conducting Tribal business.
 - (b) Tribal officials and personnel shall not use or authorize the use of all other tribal-owned or leased equipment for other than officially authorized tribal purposes.

SECTION VI: RECORDS MANAGEMENT

1. The Executive Officer shall establish policies and procedures for the effective organization, maintenance, storage, retrieval and safeguarding of all Tribal records. Special care shall be given any records determined to have any present or future cultural or historical significance to the Tribe.

SECTION VII: INSURANCE AND BONDING

1. The Executive Officer shall provide for such insurance policies as are considered necessary to protect the interests of the Tribe. The policies shall include the following:
 - a. A policy of liability insurance that insures the Tribal Council, Officers, Division Managers and other appropriate employees of the Tribe.

- b. An employee fidelity bond covering all employees having access to monies and other assets of the Tribe.
 - c. Property and casualty policies providing for the replacement of assets lost due to fire, theft or other casualty.
 - d. Such liability policies as are considered appropriate to Tribal business.
2. The Executive Officer may establish self-insurance programs for low cost losses, where such programs will reduce the overall cost of insuring against losses, without significantly increasing risks.

SECTION VII: APPLICABILITY OF FEDERAL AND OTHER LAWS

1. The Executive Officer shall establish such policies and procedures as are considered necessary to carry out the provisions of this ordinance and any applicable Federal laws and regulations, and any other legal requirements of funding sources other than the Federal government.

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Letter of Introduction
February 22, 1994

TO WHOM IT MAY CONCERN:

We, the Tribal Members of the Confederated Tribes of Grand Ronde, feel that our Constitutional rights have been violated by our Tribal Leaders. We set forth the following questions at issue in their capability with such authority to carry out the best interests of the tribal members;

RE: The Indian Civil Rights Act of 1968 (25 U.S.C. ⁸⁵ 1301-1341)
Are the Tribal leaders deliberately exploiting the B.I.A. and the Federal government, as well as its own Tribal members? There's been numerous allegations of misuse of entitlement funds. Is there misuse of funds by Tribal leaders for their own personal gain or use? I.E. The [] extended family placing themselves in positions to exploit the tribal resources and by in large distribute most of the resources with their own family?, giving themselves priority to Federal Grants, jobs which are subsidized by federal funds and educational scholarships and Federal Gauranteed loans. We ask if Federal money has been skimmed through what appears to be legitimate enterprises?, although these enterprises have a history of failure the same people continue to prosper.

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b7C

There seems to be a pattern of soliciting grants and entitlements for a large number of tribal members only to have it distributed among a select few.

This tribe in reality, is a family business that doles out just enough benefits to give it the appearance of legitimacy. We ask, is this a form of Racketeering, Nepitism, or Misuse of funds?

We have continually asked for documentation for some of the above questions, and have received very few, even our ordinances, or Policy Procedures have been denied in one way or another.

Along with this letter is the documentation which we have compiled, mostly on our own.

At this time we have a signed Petition with 200+, registered voting Tribal Members, that want an investigation by the FBI, and will accompany this investigation if requested.

Spokesperson for Tribal
Members

Tribal Member

Tribal Member

Tribal Member

Tribal Member

100

PETITION

We, the undersigned voting members of the Confederated Tribes of Grand Ronde, because of numerous allegations of misuse of tribal resources and the questionable use of entitled money; because of the serious nature of some allegations and the unrestrained activity of a few, feel it necessary to request an investigation by an outside government department or by an outside auditing firm.

We, the undersigned, feel that this action is necessary to maintain the integrity and sincerity of the original goals of our charter. We feel that the possible squandering of our limited resources may soon undermine the tribe and its ability to maintain its original goals; that it may become, or perhaps has become, a tool for a few people to accumulate wealth and power under the guise of Tribal Government.

This Petition will be presented to the appropriate governmental agency as a request for a thorough investigation of the activities of the Tribal Council.

101

Dec 4, 1993 notification

I've been asked to speak for a considerable number of tribal members. They have asked that I address serious concerns for the integrity of our tribe, and its business.

I haven't come to make railing accusations, or publicly insult, or humiliate any tribal members.

Due to the nature of proposed future business ventures. We feel that it's necessary, that our elected representatives, exhibit a high degree of honesty, and professional conduct. Tribal business, and politics, should be managed in a manner that would be above reproach.

We've not come to divide the tribe, but, to insist that a high moral standard be instituted, and maintained; that any appearance of wrong doing be investigated.

We can't pretend, that everyone who is elected, or hired by the tribe, will, of their own free will, maintain a high degree of honor.

Self interest is a strong motivator. We can't and shouldn't expect everyone to have the strength to resist. The fact is, not everyone is cut out to be intrusted with our resources, and our tribes future.

If there is a failure or even an appearance of a failure. We as members, have the right, as well as the duty to call upon those people to give an account of these actions.

#102

criteria for future

CONSTITUTION OF THE CONFEDERATED
TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON

PREAMBLE

We, the Indians of the Confederated Tribes of the Grand Ronde Community of Oregon, being a federally recognized Indian tribe pursuant to the Grand Ronde Restoration Act of November 22, 1983 (97 Stat. 1064) hereby adopt this Constitution in accordance with the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended, and establish our tribal government in order to form a better tribal organization, secure the rights and powers inherent in our sovereign status and guaranteed to us by Federal Law, preserve our culture and tribal identity, promote the social and economic welfare of our people, protect and develop our common resources, maintain peace and order, and safeguard individual rights.

ARTICLE I - AUTHORITY OF GOVERNMENT

Section 1. Jurisdiction and Territory

The authority of the government established by this Constitution shall extend over all persons, property, and activities within the jurisdiction of the Confederated Tribes of the Grand Ronde Community of Oregon, except as limited by this Constitution and by Federal Law.

The jurisdiction of the Confederated Tribes of the Grand Ronde Community of Oregon shall extend, to the fullest extent possible under Federal Law, over all lands, waters, property, airspace, minerals and other natural resources, and any interest therein, either now or in the future, owned by the Tribe or individual members held in trust status or located within the boundaries of the tribal reservation which will be established pursuant to the Grand Ronde Restoration Act, notwithstanding the issuance of any existing or future patent or right-of-way.

Sec. 2. Hunting, Fishing and Gathering Rights. Nothing in this Article shall be construed as restricting the exercise of hunting, fishing or gathering rights of members, if any, consistent with Federal Law.

ARTICLE II - GENERAL COUNCIL

Section 1. Powers. There shall be a General Council, comprised of all duly enrolled members of the Confederated Tribes of Grand Ronde Community of Oregon who are eighteen (18) years of age or older, which shall have the power to:

- (a) Elect tribal council members in accordance with Article VI.
- (b) Exercise the power of initiative by submitting to the Election Board a petition of at least one-third (1/3) of the members of the General Council, setting forth a proposed ordinance or resolution. Upon verification of the petition by the Election Board, the proposed ordinance or resolution shall be

submitted by the Election Board to a vote of the General Council, at a regular or special election to be held within sixty (60) days of said verification. The vote of a two-thirds (2/3) majority of those actually voting shall be conclusive and binding on the Tribal Council, at an election in which at least thirty percent (30%) of those qualified to vote shall have voted.

- (c) Exercise the power of referendum by submitting to the Election Board a petition of at least one-third (1/3) of the members of the General Council, setting forth any proposed or previously enacted ordinance or resolution of the Tribal Council for reconsideration by the General Council. Upon verification of the petition by the Election Board, the proposed or previously enacted ordinance or resolution shall be submitted by the Election Board to a vote of the General Council at a regular or special election to be held within sixty (60) days of said verification. The vote of a two-thirds (2/3) majority of those actually voting shall be conclusive and binding on the Tribal Council, in an election at which at least thirty percent (30%) of those qualified to vote shall have voted.
- (d) Exercise the power of recall of elected tribal officials who are guilty of improper conduct or gross neglect of duty, which terms shall be defined in the election ordinance, by submitting to the Election Board a petition of at least one-third (1/3) of the General Council, setting forth the basis for recall. Upon verification of the petition by the Election Board, the Election Board shall call a special election to consider the recall of the elected tribal official named in the petition. The election shall be held within thirty (30) days of verification of the petition by the Election Board; provided, that if the petition is submitted within six (6) months of the next annual election, the Election Board may direct that the matter be placed on the ballot for that election. The accused tribal officials shall be given full opportunity to reply to any and all charges at a General Council meeting called at least five (5) days in advance of the election. If a two-thirds (2/3) majority of those actually voting at the recall election favor the recall of the elected official, the office shall be declared vacant and filled in accordance with Article VI, Section 6, so long as at least thirty percent (30%) of those qualified to vote shall have voted.
- (e) Amend this Constitution by submitting to the Secretary of the Interior pursuant to his regulations a petition of at least one-third (1/3) of the members of the General Council, setting forth the section(s) of this Constitution to be amended and the proposed amendment(s). Upon verification of the petition by the Secretary of the Interior, it shall be the duty of the Secretary of the Interior to authorize the calling of an election to consider amendments to the Constitution, in accordance with regulations as set forth by the Secretary of the Interior. The affirmative vote of a two-thirds (2/3) majority of those actually voting shall be conclusive, so long as at least thirty percent (30%) of those qualified to vote shall have voted; provided, that nothing in this section shall prevent the Tribal Council from submitting proposed amendments to the Secretary of the Interior pursuant to Article III, Section 1 of this Constitution. Provided further, that amendments to this Constitution shall not become effective until approved by the Secretary of the Interior.

- (f) Make advisory recommendations to the Tribal Council upon a majority vote of those actually voting.
- (g) Exercise those powers over fundamental changes in the Tribe's jurisdiction, reservation or rights, set forth in Section 2 of Article III.
- (h) Exercise the power over adoption procedures set forth in Article V, Section 4 of this Constitution.

Sec. 2. Procedures. The General Council shall hold meetings in accordance with the following procedures:

- (a) Regular meetings of the General Council shall be held during the months of September, October, November, December, January, February, March, April and May, at a time and place to be set by the Tribal Council. The September meeting shall include the annual election of the Tribal Council except as provided in Article VI, Section 5.
- (b) Special meetings of the General Council may be called by the Tribal Council upon one (1) week's notice of the membership of the General Council. The Tribal Council may call such meetings upon its own motion, but it must call such a meeting upon presentation of a properly verified petition signed by one-third (1/3) or more of the General Council of the Confederated Tribes of the Grand Ronde Community of Oregon.
- (c) The agenda for General Council meetings shall be set by the Tribal Council; provided, that any member may submit in writing items to the Tribal Council for consideration for the agenda, and; provided further, that each agenda shall include time for discussion of items from the floor regardless of whether said items appear on the agenda.
- (d) The Tribal Council Chairperson shall chair General Council meetings.
- (e) A quorum of the General Council shall consist of thirty (30) members of the General Council. Matters of business shall be decided by a majority vote, except as otherwise required by this Constitution.
- (f) Procedures for exercising the General Council powers in Article II, Sections 1(b), 1(c), 1(d) and 1(e) shall be set forth by tribal ordinance duly enacted by the Tribal Council; provided, that said procedures shall not be in conflict with any provisions of this Constitution or regulations of the Secretary of the Interior.

ARTICLE III - TRIBAL COUNCIL

Section 1. Powers. There shall be a Tribal Council which shall have the power to exercise all legislative authority, except that vested in the General Council, and all executive authority of the Tribe, including the right to delegate authorities as the

Tribal Council deems appropriate. Said authority shall include but is not limited to the authority to employ legal counsel, the choice of counsel and fixing of fees to be subject to the approval of the Secretary of the Interior as long as this is required by Federal Law; the power to prevent the sale, disposition, lease, or encumbrance of tribal land, interests in lands or other tribal assets without the consent of the Tribe and the power to negotiate with the Federal, state and local Governments. The Tribal Council shall have the power to submit to the Secretary of the Interior proposed amendments to this Constitution, notwithstanding the procedures set forth in Article II, Section 1(e) of this Constitution. Upon receipt of a proposed amendment from the Tribal Council, an election to vote on its adoption shall be called by the Secretary of the Interior in accordance with his rules and regulations. The affirmative vote of a two-thirds (2/3) majority of those actually voting shall be conclusive, so long as at least thirty percent (30%) of those qualified to vote shall have voted; provided, that amendments to this Constitution shall not become effective until approved by the Secretary of the Interior.

Sec. 2. Fundamental Decisions. Before taking any action with regard to the following matters, the Tribal Council must obtain the approval of a three-fourths (3/4) majority of the membership of the General Council:

- (a) The termination or diminishment of the tribal reservation which will be established pursuant to the Grand Ronde Restoration Act;
- (b) The relinquishment of any tribal criminal or civil jurisdiction; provided, that cooperative law enforcement agreements shall not be considered relinquishment of tribal jurisdiction.

Sec. 3. Procedures: The Tribal Council shall hold meetings and take actions in accordance with the following procedures, which it may augment by its own rules of procedure so long as they do not conflict with any provisions of this Constitution:

- (a) Regular meeting of the Tribal Council shall be held every two (2) weeks at a time and place to be set by the Tribal Council.
- (b) Special meetings of the Tribal Council may be called by the Chairperson at his or her discretion, but the Chairperson must call a special meeting upon written request of three (3) or more members of the Tribal Council. If after such a written request the Chairperson fails to call a special meeting within one (1) week of said request, the Tribal Court shall have jurisdiction to direct that a meeting be called and conducted. No special meeting shall be called without at least twelve (12) hours' notice to each member, unless each member shall waive the notice requirement in writing.
- (c) The agenda for all Tribal Council meetings shall be set by the Chairperson; provided, that it shall include any item submitted upon the written request of three (3) or more members of the Tribal Council. Items may be added to the agenda at a Tribal Council meeting upon the concurrence of three (3) or more members.
- (d) The Tribal Council shall consist of nine (9) elected members. Five (5) members of the Tribal Council shall constitute a quorum. Matters of

business shall be decided by majority vote, except where otherwise required by this Constitution or the Tribal Council's own rules as set forth by ordinance. The Chairperson shall vote only in case of a tie.

- (e) The Officers of the Tribal Council shall consist of a Chairperson and such other officers as are elected by vote of the Tribal Council. The duties and the terms of office of the officers of the Tribal Council shall be set forth by ordinance; provided, that those duties shall not be in conflict with any provisions of this Constitution.
- (f) All meetings of the Tribal Council shall be open to the public; however, the Tribal Council may recess at its discretion to discuss any matter in a closed or executive session; provided, that the general subject matter to be discussed in executive session is expressed in the motion calling for such session and no final or official action is taken thereon in the closed or executive session.
- (g) All final decisions of the Tribal Council on matters of general and permanent interest to the members of the Tribe shall be embodied in ordinances. The ordinances shall be collected and made available to tribal members and others affected upon reasonable request.
- (h) All final decisions of the Tribal Council on matters of temporary interest or relating especially to particular individuals shall be embodied in resolutions. The resolutions shall be collected and made available to tribal members and others affected upon reasonable request.
- (i) All questions of procedure shall be decided by motion duly passed, or by the ruling of the Chairperson if no objection is heard.
- (j) A written record shall be kept of Tribal Council proceedings. The record shall be open for inspection by all members of the Confederated Tribes of Grand Ronde.
- (k) The Tribal Council shall not deny to any person within its jurisdiction freedom of speech, press, or religion or the right to assemble peacefully. The Tribal Council shall not deny to any person the equal protection of tribal laws or deprive any person of liberty or property without due process of law. The Tribe shall provide to all persons within its jurisdiction the rights guaranteed by the Indian Civil Rights Act of 1968.

ARTICLE IV - TRIBAL COURT

Section 1. Ordinance. There shall be a Tribal Court, consisting of one (1) Chief Judge and such Associate Judges and staff as are designated by tribal ordinance. The ordinance shall set forth the terms of office and the qualifications for Tribal Court Chief Judge, Associate Judge and staff.

Sec. 2. Rules of Pleading, Practice and Procedure. The Chief Judge, in consultation with the Tribal Council, shall promulgate rules of pleading, practice and procedure applicable to any and all proceedings of the Tribal Court.

Sec. 3. Powers. The Tribal Court shall be empowered to exercise all judicial authority of the Tribe. Said authority shall include but not be limited to enforcement of the Indian Child Welfare Act of 1978 and the American Indian Religious Freedom Act of 1978, as well as the power to review and overturn tribal legislative and executive actions for violation of this Constitution or the Indian Civil Rights Act of 1968.

ARTICLE V - MEMBERSHIP

Section 1. Requirements. The membership of the Confederated Tribes of the Grand Ronde Community of Oregon shall consist of all persons who are not enrolled as members of another recognized tribe, band or community and,

- (a) whose names validly appear on the official tribal membership roll prepared under the Grand Ronde Restoration Act; provided, that such roll may be corrected by the Tribal Council with the approval of the Secretary of the Interior; or
- (b) who possess one-sixteenth (1/16) or more degree Indian blood quantum of a federally recognized tribe or tribes, are descended from a member of the Confederated Tribes of the Grand Ronde Community of Oregon, have filed an application for enrollment according to procedures established pursuant to Section 3 of this Article, and have been accepted as members in accordance with the tribal ordinance adopted under Section 3 of this Article.

For purposes of this section, descent from a member of the Confederated Tribes of the Grand Ronde Community of Oregon shall include lineal descent from any person who was named on any roll or records of Grand Ronde members prepared by the Department of the Interior prior to the effective date of this Constitution.

Sec. 2. Dual Membership Prohibited. No person who is an enrolled member of any other organized tribe, band, or Indian community officially recognized by the Secretary of the Interior shall be qualified for membership in the Confederated Tribes of the Grand Ronde Community of Oregon, unless he or she has relinquished in writing his or her membership in such tribe, band or community.

Sec. 3. Ordinance. The Tribal Council shall, within six (6) months of the Tribal Council's initial election to office under this Constitution, enact an ordinance establishing procedures for processing membership matters, including but not limited to application procedures, procedures for correction of the tribal roll, the right to appeal from a rejected application for membership, loss of membership, procedures for voluntary relinquishment of membership, and procedures governing reinstatement of former members who have relinquished membership.

Sec. 4. Adoption. The Tribal Council shall have the power, with the prior approval of the General Council, to enact an ordinance governing the adoption of persons as members who have a significant community relationship with the Confederated Tribes of the Grand Ronde Community of Oregon. Such ordinance shall define what constitutes a significant community relationship.

Sec. 5. Loss of Membership. The Tribal Council shall by ordinance prescribe rules and regulations governing involuntary loss of membership. The reasons for such loss shall be limited exclusively to failure to meet the requirements set forth for membership in this Constitution; provided, that nothing in this section shall prohibit a member from voluntarily relinquishing membership in the Confederated Tribes of the Grand Ronde Community of Oregon, with the consent of the Tribal Council.

ARTICLE VI - ELECTIONS

Section 1. Voters. All duly enrolled members of the Confederated Tribes of the Grand Ronde Community of Oregon who are eighteen (18) years of age or older shall have the right to vote in all tribal elections.

Sec. 2. Manner of Voting. All elections shall be by secret ballot, except that the General Council may make advisory recommendations to the Tribal Council by voice vote or show of hands at General Council meetings. Voting by mail and absentee balloting shall be permitted and procedures shall be provided for by ordinance under Section 4 of this Article. The ordinance shall require that such ballots be made available to members sufficiently in advance of any election, to permit the ballots to be received by the Election Board no later than the scheduled date of the election. Ballots so submitted shall be counted along with ballots cast in person at the polls.

Sec. 3. Tribal Council Election. Elections for Tribal Council shall be held annually in September, except as provided in Section 5 of this Article. The times and places for voting shall be designated by the Election Board. New members shall take office upon certification of election results by the Election Board established pursuant to Section 4 of this Article.

Candidates for Tribal Council must be duly enrolled members of the Confederated Tribes of the Grand Ronde Community of Oregon who will be at least eighteen (18) years of age on the date of the election.

Each voter shall be allowed to cast one (1) vote for each vacancy on the Tribal Council. No more than one (1) vote per candidate shall be cast. The winners shall be chosen by plurality according to the rank order of votes received. In the event of a tie, the winner shall be chosen according to the terms of the ordinance enacted pursuant to Section 4 of this Article.

Sec. 4. Election Ordinance. The Tribal Council shall, within six (6) months of the Tribal Council's initial election to office under this Constitution, enact an election ordinance consistent with the provisions of this Constitution. The ordinance shall include provision for appointment by the Tribal Council of an impartial Election Board. The Election Board shall supervise all tribal elections, determine the validity of tribal

petitions and perform such other duties as are set forth in the election ordinance. The ordinance shall include, but not be limited to, provisions for secret balloting, absentee voting, validation of tribal petitions, and the settlement of any and all election disputes, including the right to appeal to the Tribal Court.

Sec. 5. First Election. The members first elected to the Tribal Council under this Constitution pursuant to Section 6(d) of the Grand Ronde Restoration Act shall hold office until their successors are duly elected and installed following the Tribal Council election in September 1987.

At the Tribal Council election in September 1987, three (3) members shall be elected to three-year (3) terms, three (3) members shall be elected to two-year (2) terms, and three (3) members shall be elected to one-year (1) terms. Thereafter, there shall be annual elections in September and, in order to maintain the concept of staggered terms of office, all Tribal Council members shall be elected to three-year (3) terms or until their successors are duly elected and installed.

Sec. 6. Vacancies. In the event that any elective tribal office becomes vacant between elections, the Chairperson shall recommend a person who meets the requirements of a candidate for that position to fill the vacancy. Such person shall assume office to serve the remainder of the term upon approval of the appointment by a majority of the elected members of the Tribal Council.

If a Tribal Council member fails to attend three (3) consecutive regular meetings of the Tribal Council, without a written excuse accepted by a majority vote of the other members of the Tribal Council, that member's seat will be declared vacant and the vacancy shall be filled in accordance with this Section.

ARTICLE VII - AMENDMENTS

This Constitution may be amended in accordance with procedures adopted pursuant to Article II, Section 1(e), Article II, Section 2(f) and Article III, Section 1.

ARTICLE VIII - ADOPTION OF THE CONSTITUTION

This Constitution, when adopted by a majority of the qualified voters of the Confederated Tribes of the Grand Ronde Community of Oregon who actually vote at an election called for that purpose by the Secretary of the Interior, and conducted pursuant to his regulations, shall be submitted for approval to the Secretary of the Interior, and shall become effective from the date of such approval.

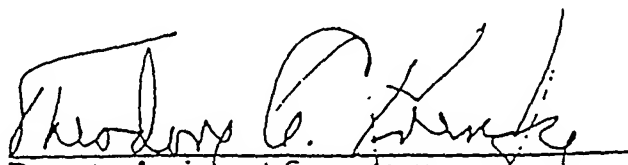
ARTICLE IX - CERTIFICATE OF ADOPTION

in accordance with an order issued on August 6, 1984, by John Fritz,
Deputy Assistant Secretary - Indian Affairs (Operations), this Constitution of the
Confederated Tribes of the Grand Ronde Community of Oregon, was submitted for
adoption to the qualified voters of the tribe and was on November 10, 1984, duly
adopted by a vote of 145 for and 14 against, in an election in which only
~~by a vote of~~ (number) (number) against, in an election in which only
a majority of those actually voting is required in accordance with Section 6(c) of the
Grand Ronde Restoration Act of November 22, 1983 (97 Stat. 1064).



ARTICLE X - CERTIFICATE OF APPROVAL

In that this Constitution was duly adopted as evidenced by Article IX, I,
Theodore C. Krenzke, Acting Deputy Assistant Secretary - Indian Affairs (Operations),
by virtue of the authority granted to the Secretary of the Interior by the Act of
June 18, 1934 (48 Stat. 984), as amended, and delegated to me by D.M. 8.3, do hereby
approve this Constitution of the Confederated Tribes of the Grand Ronde Community of
Oregon. It is effective as of this date; provided, that nothing in this approval shall be
construed as authorizing any action under this document that would be contrary to
Federal Law.


Acting Deputy Assistant Secretary -
Indian Affairs (Operations)

Washington, D.C.

Date: NOV 30 1984

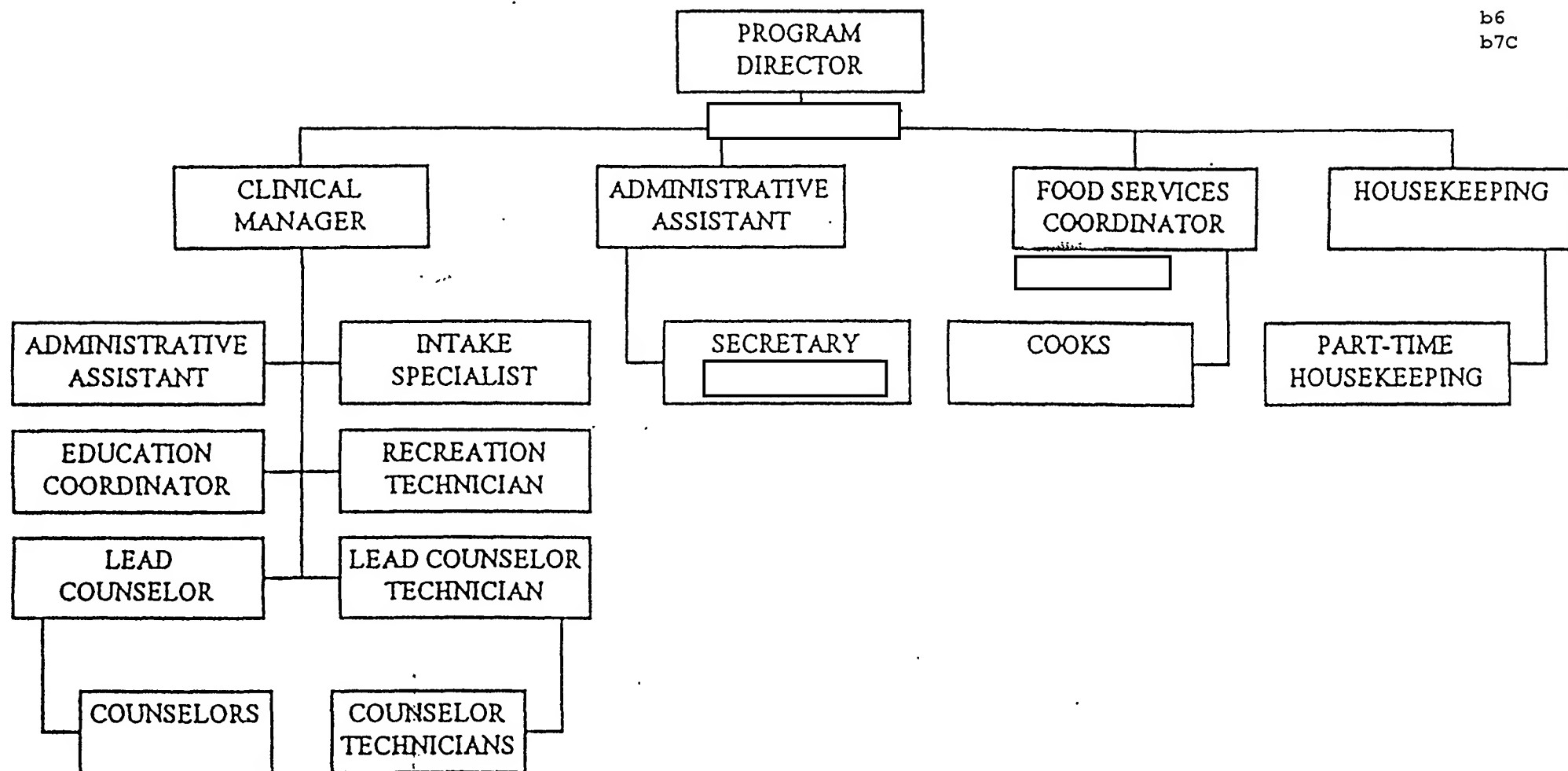
Plan for Organizational Development

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ORGANIZATIONAL STRUCTURE

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TRIBAL COUNCIL:

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Tribal Administration:

Executive Officer, Those that report to Executive Officer, their title

Other who report to Executive Officer, Division Managers

Public Works

Small Business

Education

Forestry

Human Services

To Whom It concerns:

We feel that our tribal leaders are deliberately exploiting the B.I.A. and the Federal government; as well as its own tribal members.

We've had numerous allegations of misuse of entitlement funds. We believe that a few members are using the federal entitlements for their own private use. We believe that a few people in the [redacted] extended family have placed themselves in positions to exploit the tribal resources and by in large distribute most of the resources within their own family; giving themselves priority to federal grants, jobs which are subsidized by federal funds and educational scholarships and federal guaranteed loans. We believe that federal money has been skimmed through what appears to be legitimate enterprises, although these enterprises fail; the same people continue to prosper.

Volunteer positions have been given to family members in potentially lucrative schemes. With the power to manipulate and channel federal funds back to family and friends. There appears to be a pattern of soliciting grants and entitlements for a large number of

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tribal members only to have it distributed among a select few.

This tribe, in reality, is a family business that does out just enough benefits to give it the appearance of legitimacy.

Is this a form of Kiteeering?, Nepotism?, Mis-Use of funds?

We have asked for Documentation on each of these allegations and at this Date have received none.

The following Documentation is that in which we have obtained on our own, and comments in which we have been given from tribal council at different times -

1. Petition
2. Question Sheet + Comments TO Responses
3. Response TO Question Sheet + minutes from meeting
4. SOLICITATION offer + Award Contract
5. Salvage Sale Policy
6. Organizational Structural
7. ~~Amended~~ Allegations sheet
8. Property Purchases
9. Comments on Enrollment Civil Rights
Social + Economic Ties,
10. Correspondence
11. Selected minutes

QUESTION SHEET

1. Inside/out training program:

Who originally proposed the program to council? Was it []? Is there a conflict of interest because [] in the program? What is the overall cost of the program? Where did funds for this program come from? Was it from the general fund appropriated from Federal entitlement moneys? Do teachers or instructors provide proof of qualification, teaching certificates, degrees or certificates of advanced training? Are teachers or instructors paid a salary, a commission, or both? What is Northwest Institute and what role do they play in the program? What does the council know of Northwest Institute? What are the names of its owners, board members, stock holders? Is Northwest Institute affiliated with a recognized educational institute? Did the tribal council approve of this expenditure? Was it budgeted?

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2. Bids:

Did [] or []

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[] award an earth fill contract to a contractor without a competitive bid process? Did or does []

[] Who was given the earth fill contract? Did []

[] at or near the time the earth fill contract was awarded? Why

weren't utilities installed prior to putting in the earthfill? Was the contractor bonded and registered with the State of Oregon? Will the earth fill need to be dug up again for utilities? How much was the overall cost of the earth fill contract? What was to be placed in the area where the earth fill was constructed? Did the local water and sewer districts refuse a permit for the development and if so, why? When was this refusal known to Tribal Council? Is the tribal council continuing to pursue a housing project when apparently the local water and sewer districts have already denied them appropriate permits?

3. Hiring policies:

Of the tribal employees, what portion are related to the chairman? How are those members qualified for their jobs? Do they have degrees, professional training, or previous work experience in the fields in which they are now employed? Is paid a salary and if so, how much? Has or does the tribe rent equipment from ? If so, for how much?

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4. Property:

What real property has been purchased by the tribe in the last five years? How much was paid for it? Where is it located? What is the proposed use of the property?

5. Timber:

Has anyone on the timber committee bid or been awarded a contract involving cutting timber on tribal lands? How many wood cutting permits have been issued in the last two years? To whom have they been issued? How much revenue does the tribe realize from those permits? How much wood can be cut on such a permit?

6. Drug testing:

Why hasn't the tribe instituted random drug testing? Why hasn't the program been implemented which was voted on and passed by the tribal council two years ago?

7. Losses:

Did Spirit Mountain Greenery lose \$245,000.00? Are the managers of that venture still employed by the tribe? In what capacity?

8. Medical:

Is reimbursement for medical bills limited by where a tribe member lives? If so, why? Is there an independent appeal procedure if a tribal

member who is seeking reimbursement for a medical bill is turned down? Is there a record of who has been turned down in the last two years?

9. Meetings:

Do the written minutes of the tribal council meetings accurately reflect what the tape records of the meetings contain? Is a copy of the tape recordings of the meetings available at a reasonable cost? What kind of notice is sent or given to non council members prior to meetings of the tribal council?

CONFEDERATED TRIBES OF GRAND RONDE TRIBAL COUNCIL

RESPONSE TO QUESTION SHEET

1. INSIDE/OUT and NORTHWEST INSTITUTE TRAINING PROGRAM

Who originally proposed the program to council? Was it [redacted]
[redacted]? Is there a conflict of interest because [redacted]
[redacted] in the program? What is the overall cost of the program? Where did funds for this program come from? Was it from the general fund appropriated from Federal entitlement moneys? Do teachers or instructors provide proof of qualification, teaching certificates, degrees or certificates of advanced training? Are teachers or instructors paid a salary, a commission, or both? What is Northwest Institute and what role do they play in the program? What does the council know of Northwest Institute? What are the names of its owners, board members, stock holders? Is Northwest Institute affiliated with a recognized educational institute? Did the tribal council approve of this expenditure? Was it budgeted? Did [redacted] receive finders fee for investing tribal money with Shearson & Leman Brothers?

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The Inside/Out training program was originally proposed by Nanitch Sahallie staff. After reviewing the success of the program at Nanitch Sahallie it was decided to implement the program at Grand Ronde for all tribal staff. Most staff chose to participate. [redacted] negotiated a contract with Inside/Out for \$40,000 to provide (10) days of training for ninety (90) tribal employees. Funding for this training was entirely from federal dollars and is a customary part of each program's annual budget. [redacted] is not now nor has ever been an employee or trainer for Inside/Out, or in any way associated with the firm.

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The Northwest Institute is a consulting company owned by Chemeketa Community College. The Northwest Institute originally came to work with the Tribe in 1991 through the assistance of Chemeketa College [redacted]
[redacted] In 1993 the Tribe contracted with Northwest Institute to provide some consulting assistance in organizational planning. Prior to that contract, [redacted]
[redacted] discussed the detail of the contract with Tribal Council at a regularly scheduled meeting to make the Tribal Council aware that [redacted] was an employee of Chemeketa Community College and the Northwest Institute and that she was a salaried employee and would see no financial gain from the contract. The Tribal Council agreed to proceed with the contract. Under that

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contract, [] of Chemeketa College, provided an organizational assessment to identify organizational strengths and weaknesses. This was followed by a 2 1/2 day Strategic Futures Conference which was facilitated by [] and [], all Chemeketa employees. Currently, [] and [] all Chemeketa employees, are providing management and supervisory training through July, 1994. Expenditures for these services were budgeted and approved by Tribal Council.

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A. Did [] receive finders fee for investing tribal money with Shearson & Leman Brothers?

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Tribal funds are not invested with Shearson/Lehman and [] did not receive any fees whatsoever from Shearson/Lehman or any other company or entity. Tribal funds are invested through a number of world class fund managers with assistance of Strategic Wealth Management of Kirkland, Washington. Tribal funds earned 15% on the average for 1993 compared to 4% for BIA investments where tribal funds used to be invested.

In addition, the Tribal Ethical Standards Ordinance (Tribal Code 275) embodies specific ethical standards which are applicable to all Tribal Council, Officers, Managers, Committee Members and staff. Violations of these standards result in specific sanctions up to and including loss of employment or dismissal from office depending on the severity of the violation.

2. BIDS

"Did [redacted] or [redacted] award an earth fill contract to a contractor without a competitive bid process? Did or does [redacted] [redacted]? Who was given the earth fill contract? Did [redacted] at or near the time the earth fill contract was awarded? Why weren't utilities installed prior to putting in the earth fill? Was the contractor bonded and registered with the State of Oregon? Will the earth fill need to be dug up again for utilities? How much was the overall cost of the earth fill contract? What was to be placed in the area where the earth fill was constructed? Did the local water and sewer districts refuse a permit for the development and, if so, why? When was this refusal known to Tribal Council? Is the tribal council continuing to pursue a housing project when apparently the local water and sewer districts have already denied them appropriate permits.? Were building codes adhered to by the contractor?"

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RESPONSE

This response assumes that the "earth fill contract" refers to the contract for the installation of the rock base at the proposed site of the Tribe's gaming facility. The question (and earlier inquiries) address two basic issues: (1) the propriety of installing the rock base when it was installed and the manner in which it was done, and (2) the bid process for the contract. Spirit Mountain Development Corporation prepared this response because the Corporation's Board of Directors made the decision to install the rock base and determined the manner in which it was installed. The Corporation's staff had responsibility for the bid process, although the actual Request for Proposal was prepared by [redacted]

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A. The Decision To Install The Rock Base Prior To The Winter Rains

According to Mater Engineering, Inc., the Corporation's engineer on the gaming facility project, the construction of the gaming facility could not commence until a rock base of approximately two feet in depth was installed on the site of the building. The rock base could not be installed after the beginning of the fall rains because the soil under the rock base could not be properly compacted if the water content was at winter levels. Once the rock base was installed, then construction could commence at any time of year.

The Tribe's Compact with the Governor was signed on August 21, 1993, but it had to be approved by the Department of Interior before it was final. Interior had 45 days to make its decision, so there would not have been enough time between Interior's approval of the Compact and the start of the fall rains to complete the installation of the rock base. The Board therefore had to decide whether to install the rock base before final approval of the Compact. The Corporation considered the risk that the Compact would not be approved. The Corporation also considered the advantages to the Tribe of installing the rock base before the fall rains. Based on this analysis, the Corporation made the decision to install the rock base last fall.

Essentially, installation of the rock base before the fall rains will enable the completion of the project as much as one year sooner than otherwise possible, depending on when the Compact is approved. This will mean up to an additional year of income and an additional 600 jobs for that year. If the Compact is not approved before next summer, then the installation of the rock base last fall will not permit the completion of the facility any sooner. The decision to install the base therefore required an analysis of the risk that the Compact would not be approved.

The Board consulted with the Tribe's attorney, who was in close contact with Interior concerning the Compact. Interior suggested to the Tribe's attorney that the Tribe's Compact would be approved. Based on this information, the Board agreed with the Tribe's attorney that there was little risk that the Compact would not be approved. The Tribe did not learn of the problem with the Compact until October 14, 1993, after the rock base was completed. The fact that the Tribe encountered problems with the Compact demonstrates that "low risk" is not as good as "no risk." Evaluating and accepting risk is a necessary part of economic development.

Because the Board was aware of the risk that the Compact would not be approved, the Board considered the fact that the rock base would be used even if the Compact is never approved. The base is located on the Tribe's prime highway frontage property. If the site is not used for gaming, then it will either be used for other commercial development or for industrial purposes. Given the up-side potential of up to one year's earlier completion and additional operation, the risk was acceptable and if the Compact is approved this spring as expected, then the Tribe will benefit from the installation of the rock base last fall.

B. The Manner In Which The Base Was Installed

On Mater Engineering's advice, the decision was made to simply install the rock base before the fall rains but to install the utilities later. The additional cost of installing the utilities after the rock base was installed is not large and the utilities can be added at anytime. The installation of the rock base was overseen by Foundation Engineering, Inc., which confirmed that the project met all applicable standards. The project was also approved by Mater Engineering.

C. The Cost of The Rock Base

The rock base cost approximately \$150,000.

D. Water and Sewer

The Corporation has been assured by the Water Association that water will be available for the facility. The Tribe is working with the Association to assure that water is also available for other tribal and community development.

The facility will have an on-site sewer treatment facility.

E. The Bid Process

Neither [] nor [] were involved in the bid process for the rock base. [] the [], prepared the Bid Request from specifications prepared by Mater Engineering. [] determined which local contractors had the equipment and experience necessary to complete the project in the short period of time between the signing of the Compact and the onset of the fall rains. The Request for Proposal was sent to four local contractors. [] was not aware of any local companies owned by tribal members that have the necessary equipment and experience to perform the contract and there was not time to advertise the contract generally. Grader Services, a local company [] was the only bidder and he was awarded the contract. Grader Services is licensed and bonded.

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3. HIRING POLICIES

Of the tribal employees, what portion are related to the chairman? How are those members qualified for their jobs? Do they have degrees, professional training, or previous work experience in the fields in which they are now employed? Is [] paid a salary and if so, how much? Has or does the tribe rent equipment from [] If so, for how much? Are all jobs advertised or are some temporary jobs given without advertisement?

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A. General Hiring Policies and Procedures

According to the Tribe's policy regarding hiring, the Tribe is required to:

- (1) Screen applicants and identify those that meet the minimum job qualifications.
- (2) From those that meet the minimum job qualifications, identify Indian, Tribal Employee and Veteran candidates for application of hiring preference.
- (3) Provide consideration of non-preference candidates who meet the minimum qualifications for interviews.
- (4) Weigh all factors, after applying preferences as described in the personnel policy manual, in selecting a final candidate.

Each job has a written job description which lays out the requirements necessary to meet the minimum job qualifications, and these requirements are used in the initial screening of applications.

A committee of no less than three employees, including the supervisor of the position being filled, is formed. All employees must complete interview training before serving on the interview committee. No interview committee member will be appointed if he/she is an immediate family member of the interviewee, nor can they be appointed if they are listed as a personal reference for the interviewee.

There is no preference given for relatives of employees nor is the Tribal Council involved in the hiring process of any staff member other than Executive Officer and Tribal Attorney.

B. Chairman's Family

There are four immediate family members of the Tribal Council Chairman employed full time with the Tribe. Each one met the requirements of their respective jobs, which vary according to the position. For example, one of the jobs requires an associate degree and two years experience or four years work experience; and another of the jobs requires a bachelor's degree with five years experience including one year of supervisory experience.

[redacted] does not receive a salary. He currently serves on two committees. Committee members receive pay for their time served, usually averaging one to two hours a month, depending on the committee on which he/she serves. Hourly rates for committee members begin at \$5.00/hour, with cost of living increases given at no more than 4% per year. The Tribe has contracted with [redacted] for work performed (including labor, operator and equipment costs) on four occasions.

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C. Advertisement for Temporary Jobs

Managers and supervisors are allowed to select qualified candidates for temporary work assignments, none of which are allowed to last for more than six months full-time. A request to hire is submitted in writing through the Division Manager to Personnel for review/approval. These employees must still meet minimum qualifications for the assignment and pass a pre-employment drug screen. If no candidate is known by the manager to be qualified or if the possibility exists that the job will later become a regular, full-time position, the job is posted and advertised just as regular, full-time jobs would be. Temporary help is often needed quickly, for a short period of time, and this procedure allows for continuous and smooth operation of Tribal services. The Tribe has sometimes used Kelly Temporary Services to fill these needs, but prefers to employ Tribal members.

4. PROPERTY

What real property has been purchased by the tribe in the last five years? How much was paid for it? Where is it located? What is the proposed use of the property?

The accompanying map shows the parcels of land that the tribe owns within the Grand Ronde community area. With the exception of the Cemetery, Depot, and Petite donation, these properties have been purchased since the passing of the Reservation Act on September 9, 1988.

The properties are important to the tribe for future community development and re-establishing the Grand Ronde Indian Reservation. Several years ago, the local real estate immediately opened up to the tribe, and the tribal council immediately recognized that land acquisitions had become a crucial tribal endeavor. In realizing the importance of land acquisitions, the tribal council and tribal staff developed a formal land acquisition process. The process involves a land acquisition team composed of council and staff persons. The land acquisition team evaluates potential property purchases to determine whether the property is feasible for the tribe to purchase. With the assistance of a real property consultant, the land acquisition team has developed a real market survey. The survey documents all real estate sales in this area. The team considers the price of a property and refers to property market survey to ensure the tribe pays fair prices for properties. Through this formal process, the land acquisition team makes property purchase recommendations to Tribal Council, and the council must approve all recommended purchases.

There is a certain amount of risk involved with publicly announcing how much was paid for land that the tribe recently purchased. Since the tribe is the primary property purchaser in this area, public announcements of tribal property purchase prices would drive up the cost of properties that the tribe may need in the future. Furthermore, land negotiations are time consuming and complicated. The negotiations do not always involve a straight "cash out". The tribe often negotiates with alternative assets other than cash. Such assets include timber, buildings, land exchanges, and any combination of these and other assets to assist in finalizing land negotiations.

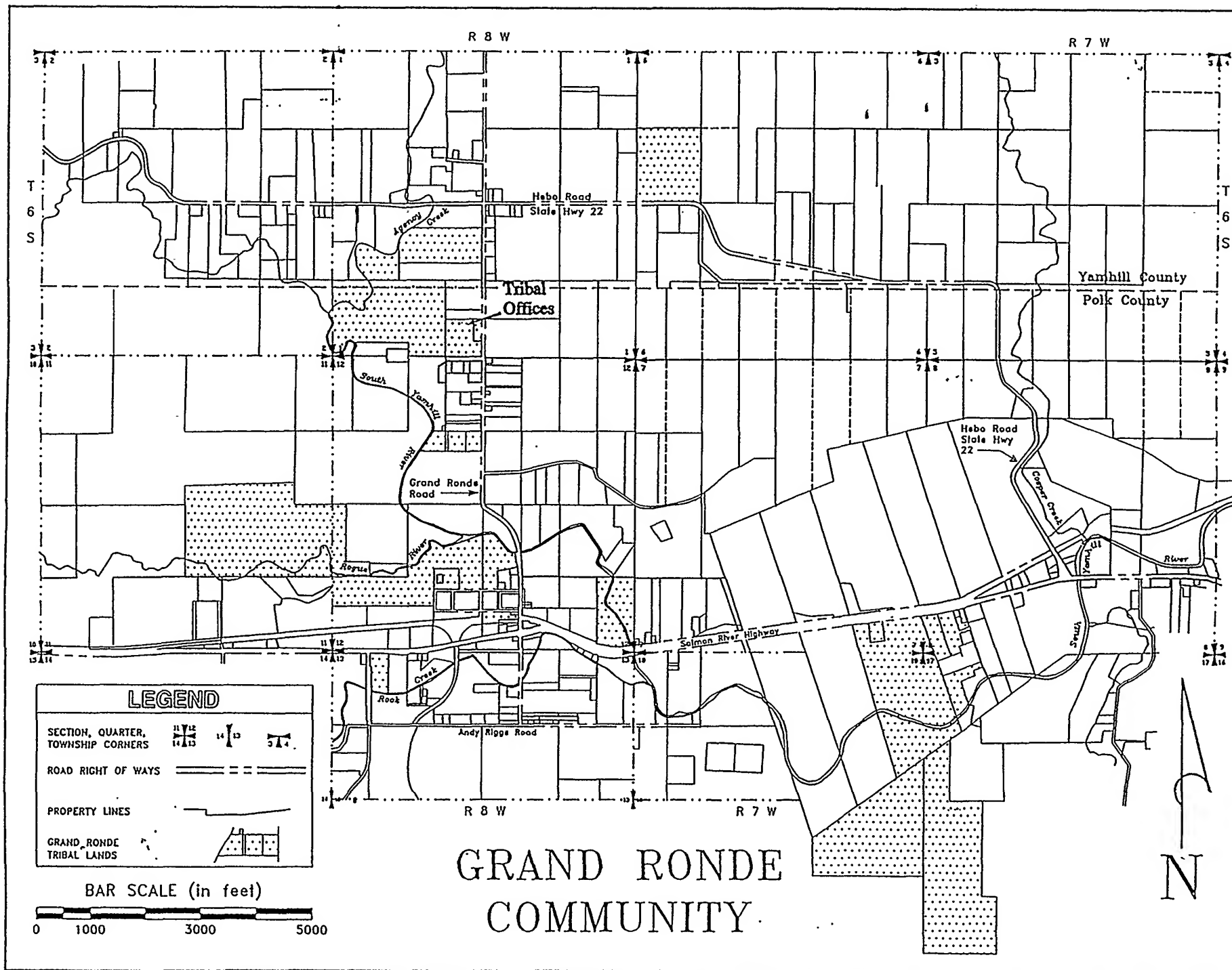
With the exception of the Niagara Creek property, all properties shown on the accompanying map are within the Grand Ronde Community Area. The area map is provided

to indicate the location of the properties. The Grand Ronde community area properties are eligible to be transferred to trust status. Trust status of properties may eventually be transferred to reservation status which would enable the tribe to rebuild the Grand Ronde Indian Reservation.

For the long term, all properties are proposed to be utilized for community development. The tribe is currently in the process of developing a comprehensive plan to determine what properties will be proposed for specific types of development. Some of the tribal properties may be suitable for housing while other properties may be more suited for economic development. A comprehensive plan will assist the tribe and its members in understanding proposed uses of tribe properties.

For the short term, tribal properties are utilized for the growing need of office space. Currently, the tribe cannot build any new offices for the growing work force. The tribe remodels old houses into offices. This practice actually benefits the tribe and community. The remodeled houses provide the tribal employees with much needed office space, and the remodel projects beautify the community by improving old houses and cleaning up neglected lots.

Some properties are immediately proposed for specific uses. The first example of a specific use area involves the properties around the current forestry site. This area is targeted for commercial development. The properties are currently transferring to trust status. Tribal properties in trust status do not fall under county zoning restrictions. This status will allow the tribe to develop these properties without the current agricultural zoning restrictions. Another example of a specific use proposal involves the Niagara Creek property. The tribe intends to utilize the property for a land exchange to increase the tribal timber lands. This property is four miles north of the tribal timberlands.

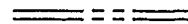


LEGEND

SECTION, QUARTER,
TOWNSHIP CORNERS



ROAD RIGHT OF WAYS



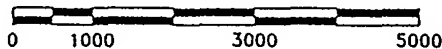
PROPERTY LINES



GRAND RONDE
TRIBAL LANDS



BAR SCALE (in feet)



GRAND RONDE COMMUNITY

5. TIMBER

HAS ANYONE ON THE TIMBER COMMITTEE BID OR BEEN AWARDED A CONTRACT INVOLVING CUTTING TIMBER ON TRIBAL LANDS?

ANSWER: Yes, [REDACTED] has been awarded several salvage sales, since the beginning of our salvage sale program in 1990. The timber committee felt that it would be unfair to exclude anyone on the committee from bidding on the salvage sales as long as the sales were awarded fairly and equitably to any Tribal member who is capable of salvaging timber on the Reservation. The following information explains the salvage sale program that was adopted:

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A contractor list was developed consisting of tribal members who either own their equipment or can obtain logging equipment required to salvage timber on the Reservation, and who also have experience in the logging industry. We currently have 12 tribal members on our salvage sale list. We will be advertising again in February for people who may be interested in having their name placed on the list. The list is used in two ways:

1. For salvage sales 10,000 bd. ft. and less, the list of names is rotated. The first member on the list is asked if they would want the sale at the appraised rate, if not, we ask the next person on the list. Who ever accepts the sale, their name is moved to the bottom of the list. The list is documented as to when and who is notified.

2. For salvage sales greater than 10,000 bd. ft., the sale is bid out among the tribal members on the salvage sale list. The bids are sealed only. The highest bidder is awarded the sale. Three people are present to witness the bid opening; none is a bidder.

HOW MANY WOOD CUTTING PERMITS HAVE BEEN ISSUED IN THE LAST TWO YEARS? TO WHOM HAVE THEY BEEN ISSUED? HOW MUCH REVENUE DOES THE TRIBE RECEIVE FROM THOSE PERMITS? HOW MUCH WOOD CAN BE CUT ON SUCH A PERMIT?

ANSWER: A rotating firewood list was used and documented for the paid permits.

1993 - 13 paid permits were issued bringing in \$65 in revenue (these are one cord permits):

[REDACTED]

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Six Free-Use Elder Permits were issued for a total of 30 cords.

[REDACTED]

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Disability - Free Use Permits: [REDACTED]
[REDACTED]

Other Free Use Permits: [REDACTED]
[REDACTED]

1992 - Seven Free Use Elder Permits were issued for a total of 35 cords.

[REDACTED]

Six Free Use Disability Permits were issued for a total of 6 cords.

[REDACTED] (2), [REDACTED] (2) and [REDACTED] (2).

Two Other Free Use Permits were issued, totalling 2 cords, for use in [REDACTED] and [REDACTED].

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18 Paid Permits were issued for a total of 18 cords and \$90 in revenue.

[REDACTED] (2), [REDACTED]
[REDACTED]
[REDACTED] (2), [REDACTED]
[REDACTED]

ARE WE CUTTING TOO MUCH TIMBER ON THE RESERVATION? IF NOT, HOW MUCH ARE WE CUTTING?

ANSWER: NO! We are not cutting too much timber on the Reservation. The annual allowable cut on the Reservation is 6 million board feet (MMBF) per year. The cut calculations were based on current information, and a 70 year rotation. The annual allowable cut means that we could harvest 6 MMBF each year in perpetuity. It also means that we are growing as much or more wood fiber than we are harvesting. Our new management plan, that will be completed this year, is for the years 1994

through 2000. This covers a period of 7 years. Under this plan we are able to cut a total of 42 MMBF. We also have a backlog of 5.0 MMBF from undercutting in previous years. The total cut for the above period is 47 MMBF. This is our target cut and goal for the end of the planning period.

6. DRUG TESTING

Why hasn't the tribe instituted random drug testing? Why hasn't the program been implemented which was voted on and passed by the tribal council two years ago?

The Tribe is a government and its basic law is the Grand Ronde Constitution. The Constitution contains a bill of rights that includes freedom from unreasonable search by the Tribal government. (This protection comes from the 4th Amendment of the U.S. Constitution prohibition on unreasonable search and seizure.) The federal courts have held that drug testing is a search of the body and is only reasonable under certain circumstances.

After long, careful consideration, the Tribe has extended drug testing to what the Council believes is the constitutional limit. The Tribe's anti-drug efforts began in 1989 with the adoption of the Drug Free Workplace Policy. With this policy the Employee Assistance Program began, along with "for cause" testing of employees. Both the Chemical Dependency Unit at Grand Ronde and Nanitch Sahallie have been random testing their employees since inception. On June 1, 1993, the Tribe began pre-employment drug testing of all new hires. On October 1, 1993 it implemented a policy to random drug test those employees whose jobs require the continuous use of heavy equipment which, when used improperly, places them at high risk and can cause extensive bodily harm to or endanger the lives of themselves or others, including forestry aides and van drivers. The Tribe also implemented at this time a requirement that all employees referred to chemical dependency treatment complete it. Failure to do so by an employee causes immediate termination of employment.

It is believed expanding the scope of drug testing at this time would create a liability to the Tribe that would be too costly, both in dollars and in the potential violation of individuals' rights.

7. LOSSES

Did Spirit Mountain Greenery lose \$245,000.00? Are the managers of that venture still employed by the Tribe? In what capacity?

The first tribal enterprise was the Spirit Mountain Development Corporation's, Special Forest Products greenery project. This project began with a business plan written by [redacted] Based on this plan the Board of Directors, consisting of [redacted] [redacted] and [redacted], in consultation with the Tribal Council and a former tribal attorney, agreed to hire a manager who had several years experience in the forest greeneries industry. Two important things impacted the ultimate fate of the greeneries business; first, the business was planned on market experience which was actually changing at the time the Grand Ronde business began and, second, the manager hired by the Corporation was unable to respond to the market shifts.

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b7C

As with most new business start-ups, the business was projected to experience losses for the first three years. Unfortunately, the market shifts and the company's inability to respond to those shifts resulted in losses higher than what had been projected. It was at that point, the decision was made to close the operation. The business operated for approximately 8 months and expended approximately \$150,000.

Some of the expenditures made were in capital equipment and property, which the Tribe has recovered or still owns. The balance was in wages and payment for products to pickers.

Comment: 1 manager recently received a \$14,000.00 raise. The other manager was appointed to a higher position within the Tribe. Neither are Tribal members.

8. MEDICAL

"Is reimbursement for medical bills limited by where a member lives?" The answer is, Yes.

Congress established through the Grand Ronde Restoration Act the service delivery area for our tribe. To be eligible for contract health services (CHS) you **MUST** reside within the 6 counties of Washington, Multnomah, Polk, Yamhill, Tillamook or Marion counties. The tribe is prohibited from going outside of the law and using federal CHS funds for members who reside outside of the designated service area. All regulations for administering CHS funds are contained in Title 42, Code of Federal Regulation (CFR) 36.21. These regulations define those eligible, the CHS service delivery area and the internal controls for administering CHS funds. When a tribe contracts to operate a CHS program, it must abide by the regulations. The programs are audited by the IHS to insure compliance is maintained.

"Is there an independent appeal procedure if a tribal member who is seeking reimbursement for a medical bill is turned down?

Yes, the appeal procedures are outlined on each denial that is made from our CHS program. The citation on our denial forms are literally taken from the language of the regulations. The process is to write an appeal letter to the Human Service Division Manager expressing your opinion and points of how you met the regulation and that you request your case to be reconsidered and paid.

"Is there a record of who has been turned down in the last two years?

Yes, a record of all denials, from the time we began operating the program in 1986, is maintained.

When the tribe was restored in 1983 it gained the authority to contract with the federal government, under the Indian Self-Determination Act, to provide services that the government provided for Indians. Some of those services include the Indian Health Services. Upon tribal restoration, the IHS allocated funds to provide health services for eligible tribal members. IHS has a formula for distributing funds which is based on eligible population, health status, level of need and if you are **direct care or CHS** eligible. This became an important factor for the IHS counted our membership who resided in our federally designated "6 county service delivery area". CHS funds

were calculated for those members who resided within the 6 counties and were more than 30 minutes travel time from the IHS Western Oregon Service Unit, Chemawa Clinic, in Salem, Oregon. In essence, 2 formulas were applied, one for Direct Care and one for CHS. In 1984 the tribe began contracting to provide health services by operating a Community Health nurse program. Two years later, 1986, the tribe began operating CHS.

9. MEETINGS

Do the written minutes of the tribal council meetings accurately reflect what the tape records of the meetings contain? Is a copy of the tape recordings of the meetings available at a reasonable cost? What kind of notice is sent or given to non council members prior to meetings of the tribal council?

Yes, the written minutes of all Tribal Council meetings reflect the nature of Tribal Council actions and decisions. Copies of approved minutes are available upon request by any adult tribal member.

Copies of the Tribal Council tapes are not available. All actions of the Tribal Council are embodied in the approved minutes.

Notices of Tribal Council meetings are posted in the monthly newsletter, Smoke Signals, and in the tribal offices if there are changes.

10. COUNCIL WORK HOURS

What are the average hours council members work for tribe on weekly basis. Do they record time spent on job?

On the average, Tribal Council members work approximately 20 hours per week with the exception of the Council officers who are full time. Council members are not required to keep individual time records, although, most do keep a personal record.

11. NOTARIZED VOTER REGISTRATION SYSTEM

Why should tribal members be required to notarize signature cards to vote in Tribal absentee ballots?

This requirement is to avoid voter fraud. In past elections, individuals have turned in several absentee ballots at a time, all with remarkably similar handwriting. These actions convinced the Tribal Council that a small number of Tribal members had the opportunity to commit voter fraud that could unfairly decide an election. To prevent this, the Tribal Council required that all absentee ballots be notarized.

1. INSIDE/OUT TRAINING PROGRAM: NORTHWEST INSTITUTE TRAINING

[redacted] went to the tribal council saying there may be a conflict of interest to this training program because [redacted] Chemeketa Community College and The Northwest Institute.

Apparently know follow up was taken upon the conflict of interest. We asked the Tribal Chairman if it wasn't his job to check out this possible conflict. He assured us that [redacted] was not involved and never has been.

In the response to question sheet it states [redacted] was involved in the Strategic Futures Conference. This program along with the Inside/Out Training Program was at a cost of 120,000.00 plus.

This money was was federal dollars from the indirect pool, and to most we have talked to was not wisely spent.

2. BIDS

Referring to section E. The Bid Process. [redacted] and [redacted] both admitted at the Dec 5th General Council meeting that they were partically responsible for the improper bidding process and that it would not happen again.

On Jan 13th we met with [redacted] We asked for a copy of the Contract of the gaming facility land fill. We was handed a response to question 2 of the alligations, and he stated that him or [redacted] had anything to do with the contract. As stated in section E.

We phoned [redacted] later to ask what other contractors were asked to bid. He stated he couldn't remember but he said he did call a couple by phone but got no response. They cannot show us any proof that any other contractors were contacted.

[redacted] and [redacted] told us the utilities needed for the gaming facility were in and installed by licenced electricians and plumbers. There are know utilities at all as stated in section B of the response.

Any other questions concerning other ties [redacted] or [redacted] has with the contractor remain unanswered. Also the work was preformed before council was asked to approve allications. One member of council asked that nest time they should be asked before the fact.

#502

BIDS (con't)

The money involved in this rock fill contract is \$150,000.00 and nearly \$5000,000.00 in total gaming facility expenditures was from Economical Development.

3. HIRING POLICIES:

A. The [] and [] of Spirit Mountain Development Corporation have both stated in meetings that the best person qualified for a job being indian or non-indian will be hired for the job. This is not in accordance with the General Hiring Policies as stated in response sheet section 3 item A.

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B. There are 35 to 40 close blood relatives of the [] who work for the tribe.

b6
b7C

4. PROPERTY:

Two pieces of property was purchased by the tribe that belonged to a immediate family member of []. The house and property has not been used for several months since purchase.

b6
b7C

5. TIMBER

[] who is the [] of [] and is [] the timber committee, has received [] timber contracts. Two other council members has had 3 contracts together, we wonder if they meet the contract qualifications.

b6
b7C

If all other tribal ventures like the gaming facility and other Spirit Mountain Corp ventures apply to the best qualified, why is the timber salvage only for tribal members.

6. DRUG TESTING

We feel nobody should be exempt from random testing.

7. LOSSES:

\$245,000.00 was spent on the Special Products Greenery Project. A portion is still recoverable but at least \$150,000.00 is lost.

On the 13th of Jan '94 met with [] to ask for paperwork on the Spirit Mountain Corporation. [] stated that he did not know where the papers were, probably in a warehouse somewhere. His

b6
b7C

LOSSES: (Con't)

secretary stated that after the year ending audit it was no longer necessary to keep them. Contacted Esler & Co Auditing firm, talked to [redacted] she stated that the paperwork by federal law had to be on file for three years.

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b7C

On Jan 14 we phoned [redacted] discussed possibility of letting our own accounting firm look at the papers on the Spirit Mt Greenery Venture to see why they lost \$150,000.00. Was told that he would ask the proper people about it. He called next day and said he was told that they had given us the Audit and that was all we needed.

[redacted] admitted at an informal meeting that he and [redacted] headed the Greenery Venture and that he pulled the plug on the venture after the losses reached \$150,000.00.

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b7C

Instead of being fired for these losses, [redacted] was recently given a \$14,000.00 raise. [redacted] was appointed to a higher position within the tribe. Neither of these gentlemen are members of the tribe.

8. MEDICAL

There at one time seemed to be a black list of people waiting for services. People on deferred lists being passed over by newcomers for same services.

At this time the Health Services seems to be trying to get thier system straightn'd out.

9. MEETINGS:

The minutes of the council meetings only reflect what the chairman wants people to know.

10. COUNCIL WORK HOURS:

Some council members worked as little as 8 hours weekly in the months before these alligations came to light.

Date. Jan 29 1994

Time. 10:00 A

AGENDA

QUESTION AND ANSWER SESSION

10:30 AM - Opening Prayer - [REDACTED]

I. Call to Order All Council members were present

II. Order of Business. [REDACTED] went over purpose of meeting Rules of conduct, introductions and comments.

III. Response to Written Questions. [REDACTED] began with the Inside/Out and Northwest Institute training program by reading the questions and then giving the response. [REDACTED] then gave the mike over to another Council member to read the second question and response.

At this time [REDACTED] asked if the General Council could respond to each of their responses one at a time for clarity. [REDACTED] took the floor and said all questions and responses would be read all together and after the people who signed to speak would have 5 minutes each to respond. The entire Response to question sheet was then read by members of the council.

IIII. A small break was taken.

V. Individual Remarks: [REDACTED] called the first person on the signature sheet to respond.

1. [REDACTED] asked about Health Care and was given a lengthy response and then was told his 5 minutes were up. [REDACTED] responded by saying he thought he had 5 minutes for each question. He was told no. At this time [REDACTED] took the floor and asked the Council if this meeting constituted a Special Council meeting and if so referred them to Article II Sec 2 Column B&C of the Tribes Constitution. (Stating the agenda for General Council meetings shall be set by the Tribal Council; provided, that any member may submit in writing items to the Tribal Council for consideration for the agenda, and; provided further, that each agenda shall include time for discussion of items from the floor regardless of whether said items appear on the agenda.) [REDACTED] went on to say that we question the limitation of 5 minutes per speaker and only 2 1/2 hours for the entire meeting. We are here to determine if any and how much of our resources have been squandered and we have a need to know if it takes all night to get it resolved.

[REDACTED] stated this did not constitute a General Council meeting. They got together and decided it would only be a Question and Answer session therefor the Constitution did not Apply.

b6
b7c

#503

Question and Answer Session

Jan 29 1994

2. [] asked questions concerning pay raises to the Tribal Council. She showed that some Council members work less than twenty hours a week and only a couple worked between twenty and forty hours which she feels was a blatant exercise of power to award nearly a three hundred percent raise in pay. Council responded that someone else made the comparison study with other tribes and that they just voted to accept it.

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b7C

3. [] asked upon completion of these responses if we are not satisfied we would like to address these allegations to the Tribal Court for further investigations. And we would like Documentation on each allegation. [] went on to ask a couple questions on the bidding process. [] responded with a lengthy explanation and then [] was told his time was up. [] conferred that we may address the Tribal Council.

4. [] to read a small list of amended questions from the allegation sheet and when done if they each could be answered.

(1) Did [] and [] admit fault for the bidding process on the Earth fill contract at the gaming facility in the Dec 5th General Council meeting.

(2) [] and [] told us the utilities needed for the gaming facility were in and installed by licensed and bonded Plumbers and Electricians. We believe there is no utilities present at the gaming facility.

(3) What other business transactions did [] and [] have with the Contractor of the Earth fill contract and did any of these transactions confer with the letting of this bid.

(4) We wish documentation proving each member met proper qualifications for hiring. We question the process in which [] appointed []

(5) We wish documentation showing why properties were purchased and were they in the best interest of the tribe.

(6) When was drug testing implemented and at what levels. shouldn't all positions be tested.

(7) [] admitted that him and [] headed the venture in the Spirit Mountain Greenery. Why are these employs who are not members of the tribe still employed and at higher positions and with pay raises.

(8) Can we have copies of this meetings tapes made available and can we have all copies of all admentments to the Constitution.

Jan 29 1994

Question and Answer Sessions

(10) Is [] on the Timber Committee and has he been awarded contracts while serving on this committee. If so we feel this to be a conflict of interest. Again we request documentation.

b6
b7C

After these questions were read [] responded to the Timber Sale policy. Upon his completion [] was told his 5 minutes was over. He commented that if not a conflict of interest it sure seemed so, that [] to receive nearly half of the Salvage contracts.

5. [] spoke of drug testing. [] responded.
6. [] questions Spirit Mountain Corporation involements. and commented that drug testing should be for all.
7. [] commented on Council raise and asked do they think they deserve it. No response.
8. [] commented on Council Actions and accusations made by others.
9. [] had general comments on lack of communications.
10. [] spoke as a tribal member on youth involment.
11. [] spoke of enrollment. It was lost or misplaced. Asked about future tribal enrollment. Responce made by [].

There were a few others who commented of drug testing and the Council raises.

12. [] spoke of concerns on employment and education and ended by saying just give us a chance.

[] had closing comments which took well over 5 minutes. said if you want to do something about the Council there is an election comming in September.

Adjourned at 1:30 PM

Property	Tax Lot	Acres
Buswell	1000	0.40
	1100	0.53
	900	5.50
	1200	0.83
Depot	1800	2.24
Mahurin	3301	19.55
Rowan	3100	8.90
Olson	3400	2.00
Zimbrick	2001	14.49
	1400	78.60
	100	104.16
Hattensty	2002	2.01
I.P.	400	26.25
	400	14.22
	700	9.97
Cemetery	2200	0.11
	1703	2.29
	1700	2.94
	1600	0.35
	1702	2.70
Carmens	408	3.40
	500	0.37
Gould	1001	6.68
Bode	302	96.59
	300	9.90
Ray	700	37.65
Petite	1700	18.67
Shoff	2100	4.69
TOTAL		475.99

Forestry

5.4 acres

MINOR FOREST PRODUCTS ORDINANCE

REVISED EDITION

1993

#601

ORIGINALLY ADOPTED: _____
DATE AMENDED: _____
SUBJECT: _____
RESOLUTION NO: _____

CONFEDERATED TRIBES OF THE GRAND RONDE
COMMUNITY OF OREGON

ANNUAL TIMBER USE POLICY and
MINOR FOREST PRODUCTS ORDINANCE

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Part I
General Provisions

SECTION A: PURPOSE AND AUTHORITY

The purpose of this Ordinance is to provide for fair distribution and wise use of forest products from the Tribe's Reservation. Parts I, II, and III of this Ordinance establish a policy that regulates the use of Minor Forest Products on the Grand Ronde Reservation. The authority for this Ordinance is found in the Tribal Constitution Article III, Section 1; and 25 U.S.C., Section 3108.

SECTION B: DEFINITIONS

1. BIA shall mean Bureau of Indian Affairs.
2. Firewood shall mean wood whose highest market value is for fuel wood.
3. Greenery shall mean green plants and/or green foliage such as fern, moss, and salal.
4. Harvestable Timber shall mean timber that when cut will bring a reasonable return or profit to the Tribe.
5. Load Ticket shall mean a ticket that is issued with wood permits, containing a number, months and days of the year.
6. Market Value shall mean The financial or monetary gain received from selling stumpage on the open market.
7. Minor Forest Products shall mean forest products that have a relatively low economic value, and when harvested and removed will not conflict with the sale of harvestable timber, or the future growing stock of timber on the Reservation. Some of the minor forest products include, but are not limited to firewood, fence posts, corral poles, Tee Pee poles, ferns, moss, Christmas trees, and cones.
8. Nonmember shall mean anyone who is not an enrolled member of The Confederated Tribes of the Grand Ronde Community of Oregon.
9. Permit shall mean a written document giving the Permittee permission to enter the Reservation and obtain the products as listed on the document. It requires the permittee to follow all the rules and regulations in the permit document and in this Ordinance.
10. Proxy shall mean the authority or written authorization to act for the permittee.

1-Minor Forest Products

11. Pulpwood shall mean logs that do not meet the minimum requirements of peeler or sawmill grades, but are suitable for the production of useable pulp chips to an amount of not less than 50% of gross scale (minimum diameter - 6 inches, minimum length - 12 feet).

12. Stumpage shall mean unprocessed timber.

13. Tribal Elder shall mean a Tribal member of The Confederated Tribes of the Grand Ronde Community of Oregon, age 62 years or older.

14. Tribal Forester or Forester shall mean the Tribal Forest Manager or his representative.

15. Tribal Member shall mean anyone who is an enrolled member of The Confederated Tribes of the Grand Ronde Community of Oregon.

16. Tribe shall mean the Confederated Tribes of the Grand Ronde Community of Oregon.

SECTION C: DUTIES OF FORESTER

The Tribal Forester or his representative will administer the permits and will enforce the rules as stated in this ordinance.

SECTION D: PERMITTEE PROXY

If the permittee is unable to be present during the cutting and hauling operations, then the forest products can be harvested by proxy. The proxy must have the permit in their possession and the permittee must receive the harvested materials, and be designated by name on the permit. An authorization from permittee in the form of a letter or memo must accompany the permit. This only applies to firewood permits.

SECTION E: ROADS

1. The permittee must not damage the road surfaces, ditches, and shoulders. The roads shall not be blocked while removing the material, unless authorized by the Tribal Forester.

2. Concurrent with cutting firewood, unused material will be removed from the roads and ditches, and piled in openings and clearings, or as otherwise indicated on the permit.

SECTION F: INSPECTIONS

The Tribal Forester will inspect the material to be removed prior to issuing permits. The Forester may require post inspection of the permit area.

2-Minor Forest Products

SECTION G: SEVERABILITY

If a court of competent jurisdiction finds any provision of this ordinance to be invalid under tribal or applicable federal law, that provision shall be severed from this ordinance and the remainder of the ordinance shall remain in full force and effect.

Part II Permits, Rules and Regulations Tribal Permits

SECTION A: FREE USE CUTTING WITH TRIBAL PERMITS

1. The Tribe will issue revocable Free Use Permits for Minor Forest Products. These products may not be exchanged, sold, or traded for other goods or services.

2. Free Use Permits for all Minor Forest Products will be issued to enrolled members of the Tribe.

3. Free Use Permits can neither be transferred, exchanged, nor sold.

4. Permits will include a description of the permit area, a map of the permit area, and any fire precautions that are in effect at the time of issuance; as well as name, address, vehicle description, license and permit expiration date.

5. Posts, and poles will only be produced from down, dead or dying material in need of salvage, from logging residue, or from approved precommercial thinned areas.

6. Free Use Permits for any permittee in a fiscal year will not exceed the following amounts:

Posts(fence).....	25 each
Poles(Corral or Tee Pee).....	40 each
Christmas Trees.....	1 each
Moss.....	25 Lbs.
Fern.....	10 Bun.
Cones.....	3 Bush.
Cascara(green Wt.).....	5 Lbs.
Truffles.....	3 Lbs.
Fir Boughs.....	10 Lbs.

7. These products will only be taken from designated areas, to be determined by the Tribal Forester.

8. A prenumbered sticker authorized by the Forester will accompany the permit. The sticker will be displayed in a readily visible way in the window of the vehicle while gathering and transporting material on tribal land.

3 - Minor Forest Products

9. Misuse of free use permit privileges may result in revocation of the permit, and denial of future permits.

SECTION B: FIREWOOD CUTTING WITH TRIBAL PERMITS

1. The Tribe will issue its own Firewood Permits to provide a source of fuelwood to Tribal members. Because the quantity of firewood is limited, the amount of firewood will be limited to 5 cords/household/year.

2. A firewood permit administrative fee will be charged. The fee will be determined by the Timber Committee.

3. The permit will consist of one sheet printed on two sides. The front side will contain information on the permittee, location and amount of firewood allowed. The back side will contain general information regarding all permits. A date-punched load ticket or tickets will accompany the permit, and will be attached to the load in a readily visible place.

4. Sale units may be gated to prevent unauthorized entry.

5. A representative of the Tribe, authorized by the Forester, may be present to monitor the permit area and to open and close the gates.

6. Dates and times of entry for firewood gathering will be set by the Timber Committee and/or the Tribal Forester.

7. Where practical, precommercial thinning areas along roads will be marked and designated firewood areas. A representative of the Forester may be present during firewood cutting.

delete [8. A list of prospective firewood permittees shall be developed and used on a rotating basis in areas of recent clearcuts and rights-of-way.]

8. Down material that can not be sold economically as sawlogs and material that has only a firewood value may be designated firewood material and permits may be issued for the wood.

9. Only light ground skidding equipment, such as, winch, and line, block and tackle or cable attached to vehicle will be allowed in gathering firewood, unless otherwise authorized.

10. Only one extension will be allowed per permit. The extension will be for one week.

12. The designated firewood cutting season is November 1st to July 1st, unless otherwise authorized by the Tribal Forester or his representative.

SECTION C: FIREWOOD CUTTING WITH TRIBAL PERMITS--ELDERS

1. Elders can be issued revocable firewood permits throughout the year. Hours of entry with this permit will be 6:00 a.m. to 5:00 p.m. Monday through Friday, except during fire season, the hours of entry shall be restricted from 6:00 a.m. to 12 noon Monday through Friday. If the Oregon State Department of Forestry declares a Level III or a regulated use closure then the permittee will not be allowed entry onto the Reservation.

2. Tribal elders will not be charged an administrative fee.

SECTION D: FIREWOOD CUTTING WITH TRIBAL PERMITS--DISABLED

1. Tribal members who are classified by the Social Security Division as disabled can be issued firewood permits with out being charged a fee.

2. If the tribal member and their spouse are medically unable to gather firewood then the administrative fee will be waived.

3. The items in Part II, Section B apply with the exception of item #2.

SECTION E: COMMERCIAL GREENERY HARVESTING WITH TRIBAL PERMITS

1. The harvesting of greenery materials will allow Tribal Members an opportunity to further market renewable resources from the Reservation.

2. The Tribe will issue revocable greenery permits to Tribal Members only. These materials can be sold, exchanged or traded for other goods or services.

3. An administrative fee shall be charged for cutting or gathering of each greenery product that is to be sold, exchanged or traded. The Timber Committee shall determine the fee amount.

4. An authorized prenumbered sticker will accompany the permit. The sticker will be visually displayed in the window of the vehicle while gathering and transporting material on Tribal Land.

5. Misuse of greenery permit privileges may result in revocation of the permit for a period of 6 months to 1 year and

denial of future permits. Permittee will have 30 days in which to appeal to the Timber Committee.

6. Greenery permits will be valid for 6 weeks. During fire season, permits will only be valid for 4 weeks. The designated fire season is July 1st to November 1st. An administrative fee will be charged for each renewal.

7. At a Level III fire danger the Reservation will be closed to pickers.

SECTION F: COMMERCIAL WOOD HARVESTING WITH TRIBAL PERMITS

1. Revocable commercial wood harvesting permits for wood products other than sawlogs and pulpwood may be issued as needed to reduce fire hazard, and to facilitate utilization of products from the forest.

2. The tribal forester or his representative shall issue the commercial wood harvesting permits to enrolled members of the Confederated Tribes of Grand Ronde.

3. Stumpage rates for products harvested under commercial wood harvesting permits shall be the prevailing market values or values determined by the timber committee.

4. The value of the wood products will be paid prior to issuing a permit. If the amount of product can not be exactly determined an estimate will be made and the value paid before a permit can be issued. No refunds will be allowed and only one extension may be granted.

5. Tribal elders 70 years in age and older may be issued a commercial firewood permit. The permittee would be allowed to gather material classified as firewood except in recent clearcuts and right-of-way units. The maximum amount of firewood cut under this permit will be 15 cords. No proxy will be allowed under this permit.

6. Insurance coverage will be required when necessary. The type and amount of coverage will be determined by industry standards.

PART III Permits, Rules and Regulations BIA Permits

SECTION A: FREE USE CUTTING WITH BIA PERMITS

1. The Tribal Forestry staff may issue revocable free use cutting permits for forest products that are to be sold, provided

the proceeds from such sales are utilized to benefit Tribal civic activities and for other purposes to benefit the Tribe, provided that the Grand Ronde Tribal Council specifically authorizes each such permit issued.

2. The permittee must be an enrolled member of the Confederated Tribes of the Grand Ronde Community of Oregon. The free use cutting permit is non-transferable.

3. Free use cutting permits shall be issued on form BIA-5331, Timber Cutting Permit. Tribal Chairman and Superintendent approval shall be required on all such permits.

4. Free use cutting permits shall be specific as to maximum volume and location of harvest. A map shall accompany each permit designating the area of harvest. Any fire pre-cautions that are in affect at the time of issuance will accompany each permit. The permit must be signed by the permittee to be valid and the license number(s) of the hauling vehicle(s) must be entered on the permit before hauling can commence.

5. The maximum value of products that may be cut or removed in a single fiscal year by an individual permittee under this permit authority shall be \$2,500. Value of products shall be determined from the product values listed in Section 2, item 3.

6. Misuse of permits may result in revocation of the permit, and/or denial of future permits.

SECTION B: PAID TIMBER CUTTING WITH BIA PERMITS

1. Revocable Paid cutting permits for sawlogs or pulpwood products may be issued as needed to facilitate harvesting of site conversion projects and salvage of limited quantities of diseased timber or timber damaged by fire or weather factors. This removal of timber will not affect the annual allowable harvest auctioned to the general public.

2. The Tribal Forestry Staff will issue the paid cutting permits to enrolled members of the Confederated Tribes of Grand Ronde. BIA form 5331, Timber Cutting Permit will be used as the permit form. The Tribal Chairman or his representative and Superintendent approval shall be required. The Tribal chairman or his representative will be authorized to sign paid permits.

3. Stumpage rates for products harvested under paid cutting permits shall be the prevailing market values, but shall not fall below the following:

Sawlogs.....	Min. appraised rate/MBF*
Pulpwood.....	Min. appraised rate/ton*

*Minimum appraised rate for Sawlogs and Pulplogs will be determined by Bureau of Indian Affairs appraisal methods.

4. The maximum value to the Tribe of products that may be cut or removed in one calendar year by an individual permittee under this permit authority shall be \$20,000. An individual permittee shall mean an individual or any operating entity comprised of more than one individual.

5. Stumpage payment may be in the form of advance deposits for scaled sales of estimated volumes, or as advance payment for sales of predetermined volumes.

6. Performance bonds may be required on paid permits.

7. The Tribal Forester may require a post harvest inspection of the site to insure compliance with the provisions of the permit.

8. Paid permits shall specify maximum volume and location of harvest. A map designating the area of harvest, and a list of any fire precautions that are in effect at the time of issuance shall accompany each paid permit.

9. Insurance coverage will be required when the Forester deems it necessary to protect Tribal resources. The Forester will determine the type and amount of coverage according to industry standards.

SECTION C: PAID TIMBER CUTTING - TRIBAL MEMBERS ONLY

1. A bid deposit of \$1,000 will be required for permits containing 10,000 bd. ft. or greater. Advance payment or payments shall be required before cutting. The bid deposit will apply to the first advance payment.

2. Permits less than 10,000 bd. ft. will not require a bid deposit. Advance payment or payments shall be required before cutting.

3. A maximum biannual volume of no more than 300,000 bd. ft. may be harvested. This volume will not be counted toward the annual allowable cut.

4. Salvage sale volumes equal to or greater than 10,000 bd. ft. will be bid among Tribal Members, unless one tree in the sale causes the volume to exceed 10,000 bd. ft., but removing the tree would decrease the volume below 10,000 bd. ft. If this occurs then the salvage sale will be issued to prospective Tribal member purchasers from an approved list by the Timber Committee.

Part IV
Enforcement

SECTION A: ENFORCEMENT OF THE ORDINANCE PROCEDURES

1. The Tribal Council hereby authorizes the Tribal Forester to enforce this Ordinance. The Tribal Forester and his staff may deal with violations of this Ordinance only by suspending or revoking permits issued under it and by denial of opportunity to obtain such a permit for a period of up to two years following the date of violation.

2. If action is taken as specified in subsection 1, and significant hardships would result to the alleged violator of the Ordinance, then said violator may appeal the action to the Timber Committee within 21 days of the action. The Tribal Forester shall give written notice to alleged violators of the right to appeal, including the deadline for filing.

3. To obtain a hearing before the Timber Committee, an alleged violator must submit a written notice of appeal stating the grounds for appeal, postmarked or hand delivered to the Forestry Office by the 21st day after the action. The notice shall state whether the appellant wants the Timber Committee to decide the appeal based only on written statements or on oral testimony as well.

4. If the appellant requests a hearing with oral testimony, the Timber Committee shall set a hearing date within 28 days of receipt of the notice of hearing. The appellant, the Forester and any witness to the alleged act or whereabouts of the appellant may testify before the Timber Committee.

5. The appellant may appeal a committee decision adverse to appellant to the Tribal Court only on grounds of due process or equal protection. The Tribal Court will consider the case on the record.

CERTIFICATION: The Tribal Council for the Confederated Tribes of the Grand Ronde Community of Oregon passed this Resolution at a meeting held on _____, by a vote of ____ yes, ____ no, and ____ abstentions.

Date

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[REDACTED] I DON'T REALLY KNOW WHERE TO START SO I GUESS I'LL JUST GET RIGHT TO THE MEAT OF THE PROBLEM.

WHEN SPIRIT MTN DEV CORP FIRST STARTED WE HAD A PLAN AND WE HAD SET BOTH SHORT AND LONG TERM GOALS, NOW HOWEVER IT SEEMS LIKE EVERYONE IS TRYING TO BLAME EVERYONE ELSE FOR IT'S FAILURE. [REDACTED] THIS BOTHERS ME DEEPLY, IT SEEMS THAT NOW I'M THE NEW FALL GUY!

WHEN I FIRST STARTED [REDACTED] I WAS PROMISED ALL THE TRAINING AND SUPPORT I WOULD NEED TO DO MY JOB. THIS PROMISE WAS MADE BY YOURSELF AND [REDACTED] AND AS OF THIS DATE I STILL HAVE NOT RECEIVED THIS TRAINING AND THE SUPPORT HAS BEEN LIMITED.

IN THE BEGINING I WORKED DAY AND NIGHT TO GET THE BEAVER PLANT OPEN, HOWEVER [REDACTED] CONSTANTLY HELD OFF OPENING US UP, EVEN AFTER YOU INSISTED HE DO SO. I ALSO SPENT MANY DAYS AND EVENINGS AT THE WILLAMINA PLANT MAKING SURE EVERYTHING WAS INSTALLED RIGHT WHILE [REDACTED] WAS OUT RUNNING AROUND DOING MORE DAMAGE THAN GOOD.

AFTER BEAVER WAS FINALLY OPENED IT WAS ONLY OPEN FOR A FEW DAYS BEFORE [REDACTED] SHUT US OFF, WHEN HE DID REOPEN IT WAS ONCE AGIN ONLY FOR A FEW DAYS. THIS WENT ON FOR QUITE SOME TIME UNTIL I BECAME WORRIED ABOUT [REDACTED] COMMITMENT TO THIS CORPORATION, AT WHICH TIME I STARTED WATCHING WHAT HE WAS DOING AND WHERE HE WAS GOING. I ALSO DID SOME CHECKING MYSELF, THIS IS WHEN I DISCOVERED THE TRUCK LOAD OF DAMAGED PRODUCT HIDDEN IN SWEETHOME, AROUND THIS SAME TIME I ALSO RECEIVED INFORMATION THAT [REDACTED]

[REDACTED] IT WAS AT THIS TIME [REDACTED] THAT I CAME TO YOU WITH THIS INFORMATION BECAUSE I BELEIVED IN WHAT WE WERE TRYING TO DO HERE. WITH [REDACTED] I MADE A TRIP TO WASHINGTON WITH [REDACTED] AND TALKED TO OUR COUSTMERS AND SMOOTHED THINGS OUT WHERE WE STILL HAD A MARKET FOR OUR PRODUCT. AFTER THE FIRST OF THE YEAR WE OPENED BACK UP, DURING THIS TIME I MADE A DEAL WITH WITH A NEW CUSTMER FOR A SHIPPMENT OF SALAL TIPS. KNOWING THAT THIS WAS A NEW CUSTMER I KNEW THAT THE PRODUCT HAD TO BE PERFECT, I WAS ALSO AWARE THAT THIS COMPANY HAD HIGHER RATES THAN ANY OF OUR OTHER CUSTMERS. FOR THIS REASON I ASKED [REDACTED] TO HELP ME WITH THIS ORDER A WEEK IN ADVANCE, THE REASON I ASKED FOR THIS HELP WAS BECAUSE I DID NOT HAVE THE TRAINING TO DO IT RIGHT. AS IT TURNED OUT I DID NOT RECEIVE ANY HELP OR THE EXTRA PRODUCT I NEEDED UNTIL THE AFTERNOON BEFORE IT WAS TO BE DELIVERED. THE HELP THAT I RECEIVED TOOK ADVANTAGE OF THE FACT THAT I WAS UNTRAINED AND LET BAD PRODUCT SLIP THROUGH. THE END RESULT WAS THE ENTIRE LOAD WAS REJECTED. A WEEK LATER WE HAD OUR MEETING AT WHICH TIME I WAS THOROUGHLY CHEWED ON ABOUT SOMETHING THAT HAD BEEN ABOVE MY TRAINING LEVEL, BUT I TRIED TO UNDERSTAND YOUR POSITION AND WENT ON ABOUT BUSINESS.

THE NEXT DAY [REDACTED] CALLED AND LET ME KNOW HE NEEDED ALL THE SALAL TIPS I HAD ON HAND IN TWO DAYS, BECAUSE I DIDN'T WANT TO HAVE ANY MORE PROBLEMS I HAD A FRIEND COME IN TO HELP ME PUT THE PRODUCT TOGETHER, THIS IS A PERSON WHO HAS BEEN IN THIS BUSINESS FOR OVER 10 YEARS.

WHEN THIS PRODUCT WAS SHIPPED TO WILLAMINA EACH BUNDLE HAD A NAME TAG ON IT, HOWEVER THE NEXT DAY WHEN [REDACTED] WENT THROUGH IT THE NAME TAGS WERE GONE AND HE DISCOVERED 4 BUNCHES THAT WERE ALL BUT SOLID PURPLE FIRE! AT WHICH TIME MITCH YOU CALLED ME AND ALL BUT FIRED ME OVER THE PHONE.

IT WAS AS IF YOU THOUGHT I DID THIS TO SPITE YOU. [REDACTED] I DON'T LIE AND I'M WILLING TO TAKE POLLYAGRAP AND A DRUG TEST TO PROVE THIS. HOW MANY OF THE WORKERS AT WILLAMINA WOULD YOU FIND WILLING TO DO THE SAME.

I HONESTLY FEEL I HAVE BEEN TREATED UNFAIR THROUGH THIS WHOLE THING AND I DON'T KNOW WHERE TO GO FROM HERE. THE REASONS I FEEL THIS WAY ARE AS FOLLOWS
(1) NO TRAINING AS PROMISED. 2 LACK OF SUPPORT ON YOUR PART WHEN [REDACTED] WOULD NOT DO TRAINING. 3 TO LARGE A QUOTA AND NOT ENOUGH TIME TO FILL IT AFTER [REDACTED] HAD RUN OFF ALL OUR PICKERS BY OPENING AND CLOSEING US AND STILL NO TRAINING. 4 BEING TREATED LIKE A LIER BEFORE YOU HAVE ALL THE FACTS.

END PAGE#1

#605

#5 EXPECTING US TO BE ABLE TO FILL SUCH A LARGE QUOTA WITH JUST
SALAL AFTER SUCH A HOT SUMMER.

#6 IN THE BEGINING THIS PLANT WAS SET UP WITH THE INTENTION OF DOING
MOSS, IF WE HAD GONE INTO MOSS PRODUCTION IN THE RIGHT AWAY WE WOULD
NOT BE IN THE TROUBLE WE ARE NOW.

[REDACTED] I REALIZE YOU HAVE BEEN SPREAD PRETTY THIN WITH ALL YOUR OTHER
PROJECTS, BUT I FEEL THIS PLANT DESERVES A LITTLE MORE CREDIT THAN
WHAT IT HAS BEEN GIVEN.

I FEEL THIS PLANT CAN BE A REAL MONEY MAKER IF GIVEN THE CHANCE,
BUT IT WILL TAKE TRAINING SUPPORT AND A LITTLE TIME.

I BELEIVE IN THIS COMPANY [REDACTED] AND WHAT IT STANDS FOR. AND TO ME
THAT IS NATIVE AMERICANS WORKING TOGETHER TO BUILD THERE OWN FUTURE!

I GUESS ALL I NEED TO KNOW NOW IS WHERE DO WE GO FROM HERE?

R/S [REDACTED]

had 45 days to make its decision, so there would not have been enough time between Interior's approval of the Compact and the start of the fall rains to complete the installation of the rock base. The Board therefore had to decide whether to install the rock base before final approval of the Compact. The Corporation considered the risk that the Compact would not be approved. The Corporation also considered the advantages to the Tribe of installing the rock base before the fall rains. Based on this analysis, the Corporation made the decision to install the rock base last fall.

Essentially, installation of the rock base before the fall rains will enable the completion of the project as much as one year sooner than otherwise possible, depending on when the Compact is approved. This will mean up to an additional year of income and an additional 600 jobs for that year. If the Compact is not approved before next summer, then the installation of the rock base last fall will not permit the completion of the facility any sooner. The decision to install the base therefore required an analysis of the risk that the Compact would not be approved.

The Board consulted with the Tribe's attorney, who was in close contact with Interior concerning the Compact. Interior suggested to the Tribe's attorney that the Tribe's Compact would be approved. Based on this information, the Board agreed with the Tribe's attorney that there was little risk that the Compact would not be approved. The Tribe did not learn of the problem with the Compact until October 14, 1993, after the rock base was completed. The fact that the Tribe encountered problems with the Compact demonstrates that "low risk" is not as good as "no risk." Evaluating and accepting risk is a necessary part of economic development.

Because the Board was aware of the risk that the Compact would not be approved, the Board considered the fact that the rock base would be used even if the Compact is never approved. The base is located on the Tribe's prime highway frontage property. If the site is not used for gaming, then it will either be used for other commercial development or for industrial purposes. Given the up-side potential of up to one year's earlier completion and additional operation, the risk was acceptable and if the Compact is approved this spring as expected, then the Tribe will benefit from the installation of the rock base last fall.

2. The Manner In Which The Base Was Installed.

On Mater Engineering's advice, the decision was made to simply install the rock base before the fall rains but to install the utilities later. The additional cost of installing the utilities after the rock base was installed is not large and the utilities can be added at anytime. The installation of the rock base was overseen by Foundation Engineering, Inc., which confirmed that the project met all applicable standards. The project was also approved by Mater Engineering.

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3. The Cost of The Rock Base.

The rock base cost approximately \$150,000.

4. Water and Sewer.

The Corporation has been assured by the Water Association that water will be available for the facility. The Tribe is working with the Association to assure that water is also available for other tribal and community development.

The facility will have an on-site sewer treatment facility.

5. The Bid Process.

Neither [] nor [] were involved in the bid process for the rock base. [] prepared the Bid Request from specifications prepared by Mater Engineering. [] determined which local contractors had the equipment and experience necessary to complete the project in the short period of time between the signing of the Compact and the onset of the fall rains. The Request for Proposal was sent to four local contractors. [] was not aware of any local companies owned by tribal members that have the necessary equipment and experience to perform the contract and there was not time to advertise the contract generally. Grader Services, a local company [] was the only bidder and he was awarded the contract. Grader Services is licensed and bonded.

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CRITERIA FOR ENROLLMENT

In the September General Council meeting, the enrollment officer announced that in the future that if you do not keep close Social and community ties that future generations would be excluded from enrollment.

This seems to benefit those who have close family ties within the community. Those who live outside the six county area and are not able to attend community functions and have the social ties are being deprived of their Civil Rights.

#700

[] said that technically the Council has no authority to enter into any agreement on the property until the end of October. [] said he did not want to create a conflict -- and if it were purely for a residence he would not do it. Things are unsettled at their present place of business (the manor) and they are being asked to come up with \$1,500 the beginning of January for their space -- this is the reason [] came to the Council.

Since nothing can be decided until the end of October, and Council has time to think about it, [] will come back later and then the Council will give him a decision.

[] also asked about the Elders Wood. He wanted to use one of the Tribe's trucks or rent one large enough to bring 5 to 10 cords of wood and put it behind the sheep shed to be used by people who needed it. [] said that he and other volunteers had delivered wood last winter in the snow to people who needed it and his only interest was that people who needed the wood could get to it. There are many tribal members locally who, for one reason or another, cannot go and get wood. He has done this on his own, without payment of any kind.

There were questions about liability, and costs to the tribe. [] wanted to know why the tribe couldn't help, since [] was willing to go and get the wood on his time, why not let him do it. It was decided he could bring wood down from the reservation to the sheep shed and would get together with [] and [] about any other requirements.

OTHER BUSINESS:

A. [] Information had been received which stated that [] would do training with the Elders for \$2,500, and could the Council pay for it. It was decided to go ahead provided there were at least 15 elders who wanted to participate.

2. A letter has been sent to [] regarding the 10% admin. fees (timber). In July [] wrote a letter and had received no reply and there has been no movement. [] is writing again to try and get some movement from [].

3. Reminder -- "A Quality Life" Conference - October 7th, 8th, and 9th.

4. [] asked permission to go to the Oregon State Penitentiary to speak on behalf of the inmates regarding Freedom of Religion on October 6th. She also asked to be excused from the Council meeting on that night. Council agreed.

5. []. A letter was supposed to be sent to him ([] forgot), but he had received no letter. [] asked [] to remind him ([] did). A letter will be sent.

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10/06/93
Page two

3. Agenda set for General Council meeting Oct. 10:

- a) Elders Committee Elections.
- b) Contract Health Clerks presentation.
- c) Update on the Restoration Celebration.

4. Support Letter for Polk County Sheriffs Department:

[] reported that Sheriff Ray Steele from the Polk Co. Sheriff's Office called and would like a letter of support from the Tribal Council. The Sheriff's Office is pursuing a grant for funding to expand the Sheriff's Staff, particularly in our area. [] made a motion authorizing Chair to send letter of support to the U.S. Department of Justice, Federal Justice Assistance, seconded by []. Motion carried.

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5. NPAIHB:

a) They would like support from the Tribal Council for the Boards proposed, proposal for the "Native American Womens Cancer Initiative Grant". By agreement of general consensus a letter of support will be sent.

b) Quarterly Conference Oct 19 - 21 in Klamath Falls, per [] wishes to attend this conference. No objections raised.

6. Executive Officer: [] was available for questions and answers concerning the salary survey that was conducted by Administration. [] gave each council member of copy of a memo concerning this survey. Information received indicated that the salary of the Executive Officer was below minimal, as well as some of the other positions. [] recommendation was that regular performance appraisals be done for all employees, and the salaries be adjusted accordingly. Motion was made by [] to bring [] salary up to minimal range [] retroactive Oct. 1, 1993, this was seconded by []. Motion carried. Council agreed that evaluations for other positions and/or employees would be a priority in the near future. Meetings will be tentatively scheduled. Any further adjustments will be made to the E.O.'s salary once an evaluation is completed and recommendation are made. [] will help prepare evaluation.

7. Grand Ronde PTO: They have requested a donation for the annual Halloween Party at the School. By general consensus, a donation of \$50.00 was agreed upon.

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October 13, 1993
Page three

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F. []: Would like to meet with the council to promote gaming. Council by mutual agreement decided to refer him to the Siletz Tribe.

G. Veterans: [] was unable to attend. [] said he had spoken with [] concerning the left over funds from the fund raisers and [] would like them held over to the next year and not have to turn it over to General Fund. [] said he would tell [] this would be agreeable with the council to keep the funds accumulated through fund raisers.

2. Other Business:

A. [] has received a call from the Native American Rights Fund and has been asked to submit a resume to be considered for serving on the Board of Directors. The Council agreed to support [] in this, she would be needed about twice a year. [] will write a letter of support to NARF from the Council. [] is going to help [] update her resume.

B. [] handed out a copy of the article she and [] prepared with the help of [] concerning the Enrollment Ordinance Resolution to each of the Council members. This will be printed in a special addition of the Smoke Signals. A short break was taken so Council could review and discuss the article. If the Council has no objection to the wording in this article, then it will be printed with the actual Enrollment Procedure Ordinance Resolution. After the meeting [] will provide [] with a signed resolution for publication. It was agreed to add "The Tribal Laws and Ordinance Working Group" to those that worked on the Enrollment Procedure Ordinance.

C. [] brought up the issue of the [] request to use Tribal property. [] went over some of the legal problems that could arise from renting out properties that the Tribe own. In the past the Tribe has denied the use of the Tribes property for individual use. [] also reminded the Council that in times past, the Tribe has had need themselves for use of the property. [] and [] will send a denial letter to [] concerning the use of the Tribes property.

D. There will be a dinner honoring the Women of Achievement for 1993. It will be held at the Wilsonville Holiday Inn in Wilsonville, Or. Individual tickets cost \$30.00. [] will be the keynote speaker. The Council agreed to send [] to represent the Tribe, the Tribe will pay for [] to attend. [] will take some gifts for the speakers.

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10/06/93
Page four

[] discussed the special edition of the newsletter requested by the Council concerning the new enrollment criteria. This is because of the new Resolution that has been passed. [] and [] would like a vision statement from the Council. [] has made the appropriate changes to the Resolution needed. The deadline for this years Enrollment is December 1, 1993. This will be printed in the Smoke Signals. A copy Resolution will be available for the Council next Wednesday.

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[] identified a possible conflict of interest concerning his business ("Netlink Services", computer software programming, sales and consulting), and his position on the Council. [] informed the Council that he has communicated with program directors and the Tribal administration, to see if the Tribe may possibly utilize Netlink's services regarding communication in Tribal operations with other entities nationwide, possibly.

It was discussed that if the Tribe in fact determines a need for services offered by Netlink, that bids to other companies who offer similar services will be sought. After extensive discussion, [] suggested that [] bring a computer up for an actual demonstration of what Netlink does for Tribal Council. [] agreed to do so, tabled until then.

Meeting adjourned at 7:15 p.m.

Submitted by:

[]

[]

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October 13, 1993
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[] asked for a consensus from the Council allowing development of proposal for Polk County to provide police protection for Grand Ronde community. Polk County and Yamhill County Sheriffs' offices will be contacted concerning police protection. Utilization of [] old house by the Sheriff's office for a sub station would be a part of the negotiations. This was passed by consensus of the Tribal Council.

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The Council stated they would like Sheriff Ray Steele to come and visit with the Council about mid-way through the negotiations.

[] has spoken with the [] of the Oregon State Police and they are very interested in what is going on here. He would also like to attend the meeting when Sheriff Steele comes.

Concerning the Housing, [] is working on a presentation for the November General Meeting. He will review this with the Tribal Council before the meeting.

C. Restoraton Celebration: [] discussed the tentative plans for the Restoration Celebration. St. Michael's Church has called and the Hall has already been reserved for Nov. 20th. The Grand Ronde School has been contacted and there has not been a reply to date. The tentative date is November 20, 1993. This will be published in the Smoke Signals when a date and time are set. Speakers have not yet been determined. [] said he had contacted all the congressional delegation. [] said she would like to attend and Council suggested trying to reach [].

D. Reservation Plan Copies: People have indicated to [] if there were copies available, they would buy them. [] checked on the price of printing 100 copies and it would be \$2994.00 or \$29.94 per copy. Cost for 150 copies would be \$3426.00 or \$22.84 per copy. "Graphic Expressions" would be doing the printing. [] made a motion to order 150 copies of the Reservation Plan, seconded by []. Motion carried unanimously.

E. Fund Raiser for []: An invitation was received from the Furse Committee for a fund raiser Salmon Bake Dinner and Harvest Party for [] at her home on October 23, 1993. (If rain the 24th) Cost will be \$35.00 per adult. It will begin at 1:00 p.m. and end at 5:00 p.m. [] will be unable to attend this fund raiser. If anyone wishes to attend they need to respond by October 21. If no one from Council can attend, [] would like some kind of financial support sent. Also, the Oregon Democratic Committee is having a fund raiser the same day at Montgomery Park in Portland, beginning at 6:30 until 9:30 p.m. They want the Tribe to set up a table display but because of the short notice, [] is going to send some posters and pamphlets.

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c) [] Fund Raiser: There will be a Fund raiser dinner for [] on October 23, 1993. [] strongly encouraged a good show of support by attendance of the Council and others, plus a financial contribution to this event. [] requested the Council to make a motion for a \$500.00 donation. [] made a motion for the Council to make a \$500.00 donation to this fund raiser, this was seconded by []. Motion carried unanimously, 8-Yes, 0-No, 0-Abstentions.

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At 5:40 p.m a short break was taken to make some copies for the Council and wait for the Spirit Mt. Corp. Board of Directors to arrive.

Meeting resumed at 5:50 p.m. Spirit Mt. Corp. arrived. *Note* [] left meeting.

d) Spirit Mt. Corporation: [] asked if everyone had a copy of a letter addressed to him, from the acting Assistant Secretary, Indian Affairs dated Oct. 15, 1993. The letter states that the Compact has been disapproved. The first indication that things were not looking favorable in the Tribes direction was at 5:00 our time on Oct. 14, 1993. Since that time there has been communication with [] Staff from [] Office, [], Area Director of the BIA, [] and [] stated that we totally disagree with the basis their letter: The Reservation Act was the last word on the Tribes restored lands.

[] spoke on and explained the law which was used as the basis for not approving the Gaming Compact. [] stated that The Secretary of the Interior misinterpreted the language of IGRA, which defined "restored lands." The Tribes position is that the Forestry Site does fall within the definition of "restored lands."

The Restoration Act and The Reservation Act both anticipated that additional lands would be added to The Reservations. There was alot of discussion from Council and others present on what steps the Tribe would take to try to reverse the decision made by the Interior.

[] requested a motion from the Council to retain [] to represent the Tribe in Washington D.C. [] made a motion for the Tribe to retain [] to represent the Tribe, seconded by [], 7-Yes, 0-No, 0-Against, 0-Abstentions, motion carried unanimously.

It was agreed by Council that there needed to be a formal letter of response to the denial letter, stating that the process was unfair and the decision wrong. The plan now is to go to Washington, D.C. and show them what Grand Ronde is trying do as a Tribe.

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\$190,000.00. [] will check on why the cost is so much.

[] wanted to know about the voice mail. [] gave a complete update on what steps were taken to address this issue, including the meeting that was held on Nov. 10th with [] from the phone company. [] held a meeting with the Managers on Nov. 9th concerning this issue. Some concerns were voiced about [] method of handling the meeting. It was suggested that someone else be selected to work with the Tribe.

[] approached [] concerning Tribal member to hunt the elk season. [] wanted suggestion on what to do with the meat and hide, and who would process them. The meat will be made into roasts and hamburger and will be used for Pow-Wow and Restoration Celebration, It will be processed by Willamina Meat Locker if possible or someone close. The hide will go to A & D. This was agreed by consensus of the Council.

Restoration Celebration - It was agreed by consensus of Council to approve the request made by [], to utilize contingency funds for three projects that [] will be doing for the Restoration Celebration and Christmas Party. 1) Elders Certificates; 2) Staff, Christmas Hams and Turkeys; 3) Staff Recognition at Restoration Celebration.

[] wanted a confirmation of how much money would be donated to the [] donations. It was agreed by consensus to donate \$100.00 each to Hospice and Portland State/Frank Roberts Scholarship Fund.

Council agreed by consensus to donate \$150.00 to the reception at the Las Vegas Hilton - NIHB conference for Julia Davis. She was appointed to Chair the National Indian Health Board.

[] gave a report on the [] Engagement. [] reviewed a list of legislation recommendation for [] with the Council. [] will type a list tomorrow that will be faxed to [].

[] would like to resign from cooking the meal for the General Council Meeting. She will cook for the December meeting but after that they will need get someone else. A suggestion was to put something in the newsletter concerning this issue.

[] made a motion to adjourn the meeting, seconded by []. Motion carried. Meeting was adjourned at 7:25 p.m.

Submitted by
[]

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